

AGREEMENT BETWEEN THE

GOVERNING BOARD OF THE
HARMONY UNION SCHOOL DISTRICT
(HUSD)

AND THE

HARMONY UNION TEACHERS ASSOCIATION
(HUTA)
CTA/NEA

July 1, 2024 – June 30, 2026
Revised June 2024

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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 Harmony Union School District (**HUSD**) and the Harmony Union Teachers Association (**HUTA**) CTA/NEA (“Association”), an employee organization.

ARTICLE II
RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive representative of all certificated employees excluding all management and confidential employees.

2.2 Association Dues and Payroll Deductions

2.2.1 Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of unified membership dues in the Association. Pursuant to such authorization, the Board shall deduct one tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months.

2.2.2 Any teacher unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Harmony Union Teachers Association.

2.2.2.1 Objecting teachers shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds, which are exempt from taxation under Section 501 c (3) of Title 26 of the Internal Revenue Code:

2.2.2.1.1 Any non-profit organization specified under Section 501 c (3) of Title 26 of the Internal Revenue Code.

2.2.2.2 Proof of payment and written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of 1 through 9 of this Article. Payment shall be demonstrated in the form of receipts

and/or canceled checks indicating the amount paid, date of payments, and to whom payment has been made in lieu of the service fee. Such proof shall be presented to the district on or before the same date dues/fees are payable to HUTA each school year. HUTA shall have the right to inspect and review said proof of payment.

2.2.2.3 Deductions for the unit member who signs such authorization after the commencement of the school year shall be prorated according to Association guidelines.

2.2.3 Any unit member who is a member of the Association or who becomes a member during the term of this Agreement shall remain a member in good standing for the duration of this Agreement. However, this requirement shall not deprive a unit member from terminating their membership within a period of thirty (30) days following the expiration of this Agreement. When Agreements are extended, a unit member shall maintain the thirty (30) day termination privilege.

2.2.4 Any unit member who revokes an assignment for payroll deduction of dues during the term of this Agreement shall transmit the remaining balance of the Association dues directly to the Harmony Union Teachers Association/CTA/NEA.

2.2.5 The Association agrees to furnish any information needed by the Board to fulfill the provisions of this Article.

2.2.6 The Association agrees to indemnify and hold harmless the employer for any loss or damages arising from the operation of this Article.

2.2.7 Effective August 30, 2010 pursuant to SB 1960, any unit member who is not a member of HUTA/CTA/NEA or who does not make application for membership within thirty (30) days of January 1, 2001, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fair share service fee, not to exceed the dues payable by members of the Association and shall cover the cost of negotiation contract administration and other activities of the Association that are germane to its function as the exclusive bargaining representative.

2.2.7.1 The service fee shall be payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 2.2.1.

2.2.7.1.1 In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 2.2.1, the Association shall so inform the District and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in paragraph 1 of this Article.

2.2.7.1.2 There shall be no charge to the Association for such mandatory agency fee deductions.

ARTICLE III

DEFINITIONS

3.1 "Teacher" refers to any employee who is included in the appropriate unit defined in Article II and therefore covered by the terms and provisions of this Agreement. All other definitions are made in the appropriate sections.

3.2 "ISP Case Manager": the lead teacher (classroom teacher/homeroom teacher) responsible for planning, organizing and grading independent studies

ARTICLE IV

NEGOTIATIONS PROCEDURE

4.1 Not later than the regularly scheduled Board Meeting each April the Association and the Board shall "sunshine" their initial proposals for contract reopeners to the Board of Education.

4.2 The parties shall meet and negotiate in good faith on all contract reopeners and on the successor Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

5.1 DEFINITION OF TERMS

5.1.1 Grievance: A grievance is a complaint by the Exclusive Representative, and/or a member or members of the unit, that there has been a violation, misinterpretation or misapplication which arises from the interpretation and/or implementation of a provision of this Agreement. All grievances related to contractual items shall be filed against the district.

- 5.1.2 **Grievant:** A grievant is the Exclusive Representative or a district employee in the unit covered by this contract who is filing a grievance.
- 5.1.3 **Conferee:** A conferee may be a building representative, fellow faculty member, department head, supervisor, administrator, lawyer, or professional organization representative. Each party to the grievance may select his own conferee.
- 5.1.4 **Employee:** An employee is any certificated professional covered by this agreement.
- 5.1.5 **Immediate Administrator:** An immediate administrator is the administrator having immediate jurisdiction over the employee who is filing the grievance.
- 5.1.6 **Day:** Day, for the purpose of grievance, is defined as that time when school is in session, and/or the school office is open.

5.2 **PROCEDURE**

- 5.2.1 The employee of the unit with a grievance shall first informally discuss the matter with the immediate administrator involved within five (5) working days of the grievance. If the grievance is not resolved within five (5) working days of the initial conference, the grievant may within the next five (5) working days proceed to Level One. If the District has only one Administrator, proceed to Level Two.
- 5.2.2 **Level One** - Immediate Administrator:
- 5.2.2.1 A member of the unit covered by this contract may present a statement of grievance in writing to their immediate administrator. This may be done either directly or through the Exclusive Representative's designated Grievance Representative with the objective of resolving the matter.
- 5.2.2.2 The immediate administrator shall communicate their decision to the employee in writing within five (5) working days after receiving a written statement of grievance.
- 5.2.2.3 If the grievant is not satisfied with the decision or if no written decision is rendered within five (5) working days the grievant may advance to Level Two.
- 5.2.2.4 Copies of all pertinent documents shall be forwarded by the immediate administrator to the Superintendent within five (5) working days.

5.2.3 Level Two - Superintendent:

- 5.2.3.1 If the decision of the immediate administrator is not satisfactory to the grievant, the employee may, within five (5) working days, then submit his/her grievance to the Superintendent for further action.
- 5.2.3.2 Within five (5) working days the Superintendent/Principal shall call a joint meeting with grievant and conferee(s) and immediate administrator. The Superintendent/Principal shall communicate his/her written decision to the grievant within five (5) working days of the joint meeting with copies to the administrator involved.
- 5.2.3.3 If the Superintendent/Principal does not respond within the five (5) working days or grievant is not satisfied with the response, the grievant may within five (5) working days advance to Level Three.

5.2.4 Level Three - Appeal to the Board of Education:

- 5.2.4.1 If the grievant is not satisfied with the decision from Level Two, an appeal may be made to the Board of Education within five (5) working days. (5.2.3.3)
- 5.2.4.2 The Board of Education shall have available to it all documents relating to the appeals at each level and any district records that would prove helpful in this review.
- 5.2.4.3 The Board shall schedule a grievance hearing as soon as possible but not longer than 30 calendar days or at the next regularly scheduled Board meeting wherein any involved parties are present.

The decision of the Board shall be communicated in writing to the certificated employee with copies to the immediate supervisors and Superintendent. A written decision shall be presented to the employee within ten (10) working days of the hearing.
- 5.2.4.4 The Board and grievant may have legal counsel present.
- 5.2.4.5 The Superintendent and grievant shall not be present during deliberations and voting of decisions made at Level Three.

5.2.5 Level Four - Advisory Arbitration:

5.2.5.1 In the event the grievant is not satisfied with the decision at Level Three he/she may, within five (5) working days after the receipt of the decision from the Board or its designee, request in writing that the Association submit the grievance to advisory arbitration.

The Association, by written notice to the Board within ten (10) working days after the receipt of the request from the grievant, may submit the grievance to advisory arbitration.

If not submitted by the Association, the decision at Level Three shall become final. The Association shall identify each aspect of the Board's decision with which the grievant disagrees.

5.2.5.2 The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) working days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the California Conciliation Service with a request that a list of arbitrators be submitted.

5.2.5.3 If a claim is raised as to the arbitrability of a grievance as a result of an alleged violation of the terms of the Article, such claim shall be heard first.

5.2.5.4 The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other, and upon arguments presented in briefs. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of the Agreement, but shall determine only whether or not there has been a grievance as defined in Article 5.1.1 of the Agreement.

5.2.5.5 The arbitrator's recommendation shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any recommendations that require the commission of an act prohibited by law or which is violative of the terms of the agreement. The recommendation of the arbitrator will be submitted to the Board and the Association.

5.2.5.6 All costs for the service of the arbitrator, including, but not limited to, per diem expenses, travel and sustenance expenses and the cost of any hearing room will be borne equally by the

Board and Association. All other costs will be borne by the party incurring them.

5.3 **MISCELLANEOUS**

- 5.3.1 No reprisals of any kind will be taken by the District, its employees, or agents against participants in the grievance procedure by reason of such participation.
- 5.3.2 The grievant has the right to be represented by a representative selected by the Association. The Association shall be permitted to attend all grievance meetings to assure that the resolution of a grievance is not inconsistent with the terms of the Agreement. The grievant's decision to request assistance from the Association shall be made prior to entry into Level One. A written statement of the grievance shall be presented to the Exclusive Representative prior to presenting Level One to the Administrator.
- 5.3.3 When it is necessary for a representative designated by the Exclusive Representative to attend a grievance meeting or hearing during the day, he/she will, upon twenty-four (24) hour notice to his/her principal or immediate supervisor, be released without loss of pay in order to permit participation in the foregoing activities. Any member of the unit who is requested to appear in such meetings or hearings as a witness will be accorded the same right.
- 5.3.4 All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file in the District office. During the pending of any processing, and until a final determination has been reached, all proceedings shall be private, subject to the provisions of the Brown Act. The grievant, or the Association, shall be permitted to examine and/or obtain copies of materials in such grievance file with written permission of the teacher involved.
- 5.3.5 Time limits at each level shall begin the day following receipt of written decisions by the parties in interest. Such time limits can only be modified by mutual agreement by the Association and the District.
- 5.3.6 A decision rendered at any step in these procedures becomes final and binding upon all parties unless appealed within the time limit specified. If a decision is not given within the time limit, an appeal may be taken directly to the next level.
- 5.3.7 All grievance forms will be in the Appendix of this contract.

- 5.3.8 Until final disposition of a grievance takes place, the grievant is required to conform to the original decision of their immediate administrator.
- 5.3.9 All meetings or participation in the grievance process by members of this unit with teaching responsibilities will be done at times other than class time.
- 5.3.10 Every attempt will be made to gain testimony from teachers at times that do not conflict with teaching responsibilities.

ARTICLE VI
CLASS SIZE AND CONFIGURATION

6.1 Class size shall not exceed the ceilings except in traditionally large group instruction or classes where agreed upon by HUTA and the District in writing. (Refer to chart below):

Grades	Target	Impacted	Overage Pay Begins	Ceiling
TK	18	16	19	22
K	18	16	19	25
1	20	20	21	25*
2-3	22	22	23	27*
4-8	26	25	27	30
RSP Caseload			26	28

* Primary class size numbers may increase or decrease pursuant to Local Control Funding Formula (LCFF) regulations. If LCFF regulations and/or board policy change, all affected items in this article will be reopened for the following year.

A class is considered “impacted” when class size reaches the number on the chart above. No new out-of-district students will be enrolled in an impacted class unless the teacher, HUTA, and the District agree that extenuating circumstances exist.

The “ceiling” for combination classes will be the ceiling number from the chart above that corresponds to the lower of the two grades that a member teaches.

6.2 When the numbers in the chart above for “overage pay” are reached, teachers will be compensated as follows:

- \$6.00 per student/per day for self-contained classes or \$1.50/student/period.
- \$8.00 per student/per day for self-contained classes or \$2.00/student/period.
- \$8.00 per student/per day for **RSP** caseload overage.

- When a member is assigned to a combination class that exceeds the target number for the lowest grade they teach, overage pay will begin at the number of students that corresponds with that lowest grade.
- Overage payments will be made on a trimester basis. Unit members will be responsible for filling out and filing the “overage” form at the end of each trimester. Overage forms are available in the office.

6.3 When class size ceilings (refer to the chart above) are exceeded, new classes will be formed or an accommodation agreeable to HUTA will be made.

6.3.1 Once the RSP caseload ceiling number has been reached an accommodation agreeable to HUTA will be made.

6.4 The expertise of faculty and staff is vital for decision making regarding combo class configuration and/or when there are multiple classes offered at the same grade level. When such a situation arises, HUTA members will be consulted when class lists are being devised.

6.5 Combination classes and reassignments to a new grade level carry an extra burden. The district and membership have a common interest in supporting teachers assuming the expanded responsibilities of reassignment.

6.5.1 Teachers of combination classes will be provided the following:

- One (1) week of paid planning time before the start of the school year
- Three extra release and/or professional development days throughout the year at the discretion of the teacher with district approval
- Additional funding relative to non-reassigned teachers for materials and curriculum
- A higher proportion of aide support relative to teachers of non-combination classes

6.6 RSP (Resource Specialist Program) caseload will not exceed twenty-eight (28) students. Students receiving RSP or speech services and full-inclusion students will count in the class size average of their general education classroom (In keeping with Education Code).

6.7 The goal of HUTA and HUSD is that the allocation of instructional assistants/paraprofessionals shall be done in an equitable manner. Factors such as grade level, class composition (such as, number of high need students, English language

learners, students with Individual Education Plans) will be taken into consideration with regard to aide time allocation.

ARTICLE VII
UNIT MEMBER EVALUATION

7.1 Evaluation Procedure:

- 7.1.1 The intent of evaluation is to maintain and improve the quality of education in the District.
- 7.1.2 Every probationary teacher shall be evaluated by the administrator in writing at least once each school year.
- 7.1.3 Every permanent teacher with less than 10 years' service to the district shall be evaluated by the administrator in writing at least every other year.
- 7.1.4 The permanent teacher with 10 or more years of service to the district shall be evaluated by the administrator every five years, if the last two formal evaluations were satisfactory.
 - 7.1.4.1 The unit member or the administrator may opt for an annual evaluation cycle at any time during the five year cycle. Notice of this shall occur no later than October 1st. If the administrator withdraws consent, reason must be given.
- 7.1.5 By October 15th every unit member will submit to the administrator the Annual Planning & Goals Form. For those unit members who are not in an evaluation year the administrator will communicate with them no later than November 15 to discuss their goals, and if necessary will meet with them again prior to the end of the school.
- 7.1.6 By October 15, in a year when an evaluation is to take place, the administrator shall meet with the unit member to review the California Standards for the Teaching Profession (CSTP) and the evaluation process. For Probationary teachers all CSTP will be evaluated. For Permanent Teachers three (3) CSTP will be evaluated, one chosen by the administrator, one chosen by the teacher and one mutually agreed to.
 - 7.1.6.1 If the teacher believes specific circumstances might have a mitigating effect upon the final evaluation he/she shall bring them to the administrator's attention in writing in a timely manner. Should mitigating

circumstances occur during the course of evaluation, the teacher shall bring them to the evaluator's attention in writing in a timely manner. Documentation of such mitigating circumstances shall be attached to the evaluation form.

7.1.6.2 Evaluation for probationary teachers shall include at least two formal observations of at least 30 minutes in length, one by November 15th, and the second no later than March 1st. The length of the observations will not be less than 30 minutes and no longer than the duration of the activity.

Evaluation for permanent teachers shall include at least one formal observation of at least 30 minutes in length by March 1. The length of the observation will not be less than 30 minutes and no more than the duration of the activity.

7.1.6.3 The date for the formal observations shall be scheduled by mutual agreement of the administrator and the unit member within the contractual timelines of Section 7.6.2 and 7.6.4.

7.1.6.4 The observation shall be preceded by a conference within ten working days prior to the scheduled date in which the evaluator and the teacher shall review the objectives of the observation.

Within five (5) working days of the observation, the evaluator shall meet with the teacher for a post observation conference.

7.1.6.5 A unit member who is given a rating of "needs improvement" on their formal observation shall receive specific recommendations for improvement at the time of their post-observation conference, and be afforded the opportunity to remediate the concerns. After a reasonable period for remediation, the unit member shall be entitled to a subsequent observation, conference, and written evaluation.

7.1.6.6 Evaluation is a continuous, ongoing process wherein the administrator observes the performance and effectiveness of the teacher. The evaluator's comments, positive and negative, will be shared verbally and in writing with the teacher. Should the administrator identify further items where the teacher's performance is believed deficient, the evaluator will advise the teacher in writing and make specific recommendations for improvement.

7.1.6.7 Not later than 30 calendar days prior to the last school day a meeting shall be held between the administrator and the teacher to discuss the

written final summative evaluation. A copy of the written evaluation shall be given to the teacher at this conference.

7.1.6.8 The teacher shall have the right to initiate a written reaction or response to the evaluation. Such response shall become an attachment to the evaluation and be placed in the teacher's personnel file.

7.1.6.9 In the event a teacher receives a "Needs Improvement", specific recommendations for improvement shall be made, and the evaluator shall provide assistance to the teacher to help improve performance.

7.1.6.10 A teacher shall not be required to participate in the evaluation and/or observation of other teachers.

7.1.6.11 Hearsay statements shall not be used in the evaluation process. Evaluation shall be based upon observations by the evaluator.

7.1.6.12 The Board recognizes its responsibility for providing the necessary facilities and materials to enhance the optimum learning experience. No unit member can be given a negative evaluation due to performance based on lack of materials or texts.

See Appendices for forms.

7.2 **PERSONNEL FILES**

7.2.1 Materials in personnel files of teachers, which may serve as a basis for affecting the status of their employment are to be made available for inspection by the person involved.

7.2.2 Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

7.2.3 Every teacher shall have the right to inspect materials in his/her file upon request, normally during non-instructional time.

7.2.4 Information of a derogatory nature, shall not be entered or filed unless and until the teacher is given notice and an opportunity to review and comment thereon. A teacher shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the teacher will be released from duty for this purpose without salary reduction.

- 7.2.5 Upon written authorization by the teacher, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such teacher's personnel file.
- 7.2.6 The contents of all personnel files shall be treated in a confidential manner in accordance with requirements of the law.

7.3 **PERSONAL AND ACADEMIC FREEDOM**

It is the policy of the District that all instruction shall be fair, accurate, objective and appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect unit members from any censorship or restraint which might interfere with the unit member's performance of their teaching functions.

- 7.3.1 The personal life of a teacher is not an appropriate concern in the evaluation process except as it may directly prevent the unit member from performing properly his/her assigned functions within contracted hours.
- 7.3.2 Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be considered in the evaluation process, providing said activities do not violate any local, state or federal laws.
- 7.3.3 The welfare of students is served through the introduction and open exchange of ideas, materials and positions within the basic ethical responsibilities of the teaching profession. (See Calif. Admin. Code, Title 5, section 80310-80312).

7.4 **PUBLIC COMPLAINTS**

- 7.4.1 All complaints by a citizen about a teacher must first try to be resolved (1) by a citizen-teacher conference, (2) by a citizen-teacher-principal conference, if requested, (3) a citizen-principal conference, if requested, (4) a citizen-superintendent conference, if requested. If any of the four steps does not resolve the complaint, then the Board may act upon the complaint, if requested.
- 7.4.2 No adverse action against a teacher may be based on a citizen complaint unless that complaint is reduced to writing and placed in the teacher's personnel file in a timely manner. Prior to placement in the personnel file, the teacher shall be provided a copy of the written document setting forth the complaint and the teacher shall be provided ten (10) working days to respond in writing to the complaint, which shall also be placed in the

personnel file. Upon receipt of the teacher's comments the principal shall review the facts of the case and attach their conclusions based upon their review. If the complainant refuses to submit the complaint in writing and/or refuses to participate in any requested conference, the complaint is dismissed and not placed in the personnel file. This formal procedure should be reserved for those serious complaints where adverse action may be warranted.

ARTICLE VIII **HOURS OF EMPLOYMENT**

8.1 Teacher Work Days

8.1.1 The work year is 186 days, with 180 student days.

8.1.2 Four (4) of the 186 work days will be for staff development purposes. The schedule and agenda will be established by at least two HUTA representatives and an administrator. Teacher participation is mandatory. Two (2) of the 186 work days will be for teacher prep days.

8.1.2.1 No later than May of each school year the staff shall indicate the in-service needs of the teachers in this school district. These needs will become part of the school site plan efforts.

8.1.2.2 Staff development needs and activities in the school site plans should correlate to and address the instructional and program objectives in the plan.

8.1.3 The District has the option of offering extra compensation, or scheduling a minimum day for professional growth.

8.2 Teacher Work Minutes

8.2.1 The work day for teachers shall begin fifteen (15) minutes before the start of the student instructional day, 15 minutes after the end of the student instructional day for opening and closing the class or assisting in open or close of day activities.

On early release days, the teacher work day will match the length of time as a full day schedule.

Early departure after the end of the instructional day is permitted with prior (email) notification to administration for personal necessity purposes. Administrative approval is not required until the 10th instance.

Persistent deviations from the typical work start and end time related to personal necessity may be arranged through mutual agreement with HUTA and Administration.

8.2.2 The student annual minutes shall normally include at least:

TK/Kindergarten	36,000 minutes
1-3	50,400 minutes
4-8	54,000 minutes of student contact time.

8.2.3 A minimum of forty (40) minutes of duty free lunch period for teachers.

8.2.4 A minimum of a morning duty-free relief period of fifteen minutes each day for all grades (TK-8) teachers. All teachers will be relieved of after school bus duty.

8.2.5 The transitional kindergarten and kindergarten teacher's work day/week shall be consistent with that of grades 1-3 teachers.

8.2.6 Less Than Full-Time Unit Members

Definition- There are two types of less than full-time unit members:

- a. A full-time unit member who elects and is approved to be less than full time. This unit member would be on a partial leave of absence.
- b. A unit member hired for less than full-time employment.

8.2.6.1 For all 50% time unit members, placement on the salary schedule shall be equal to one-half of a full-time contract while working 50% time. Step adjustments shall be in half-year increments.

8.2.6.2 A 50% or less time unit member returning to or applying for and receiving a full-time assignment will receive one-half (1/2) year credit for the year preceding the full-time assignment rounding them up to the next full step on the salary schedule.

8.2.6.3 All less than full-time unit members shall have their STRS credit and sick leave prorated.

8.2.6.4 All unit members who wish to work less than full-time during the coming year must have applications into the District by March 1. They will be notified of their status no later than May 1.

- 8.2.6.5 Full-time unit members opting for less than full-time status may return to full-time employment the following year, providing they would not be terminated on a seniority basis had they been employed full-time (E.C. 44955). Unit members intending to return to full-time status in the following school year must notify the District of their intent to do so by March 1 prior to the school year in which they wish to return to full time status.

8.3 Teacher Preparation Time

- 8.3.1 Full-time unit members shall be scheduled for 250 minutes of preparation time per week (exclusive of the 30 minutes prior to the start of the school day). This time shall be used for planning, preparation, and conferences with parents, pupils, or other professional staff, at the member's discretion. Teachers working less than full-time shall be entitled to prorated prep time.
- 8.3.2 TK-3 prep time occurs between the end of the TK-3 instructional day and the end of the 4-8 instructional day, as well as other designated prep times.
***This needs updating, we now have full days...prep is embedded in the day.

8.4 Duties

- 8.4.1 Teachers will communicate with families regularly for the benefit of healthy relationships with families and exchange of important information on student progress and wellbeing.

8.4.2 Faculty Meetings

- 8.4.2.1 Monthly meetings will be held during minimum days. These meetings will be limited to 240 minutes per month, as follows:

- 60 minutes: teacher meetings
- 90 minutes: collaboration and/or staff development
- 90 minutes: committee meetings

Unit members will have input regarding the content of these sessions. All other time during the minimum days that is not committed to the meetings outlined above will be considered part of the overall 250 minutes preparation time outlined below in 8.6.1.

- 8.4.2.2 On months with fewer than four minimum days, the priorities will be, in this order:

1. Teacher preparation time
2. Teacher meetings
3. Committee meetings
4. Collaboration/professional development

In the event that a fifth minimum day occurs in a calendar month, this time shall be considered make up time, to compensate for any missed meetings in prior months. If there is no need for a make-up day, as determined by administration, then the time will be dedicated to teacher preparation time.

8.4.2.3 *Teacher Prep Thursdays*, during the months when report cards are due, will be scheduled as part of the “Meet and Confer” regarding the District Calendar. (This gives flexibility to schedule the Teacher Prep Thursday earlier in the month to coincide with reporting periods).

8.4.2.4 Committees:

Each year the District and the Association shall form committees that will support the development and implementation of a coordinated district-wide program as defined by the LCAP and District goals. Committee meetings will take place during one early release day per month, or during an alternative time that is mutually agreed upon by the committee members. Unit members will be able to choose which committee they sit on. In the event that the committees have inequitable representation, HUTA will meet with its membership to remedy the situation in a way that is mutually agreed upon with the administration. In the event that the business of committee meetings lasts longer than 90 minutes, the administrator may authorize members to be paid for their extra time at the District hourly rate. Members shall serve on a committee for a minimum of two consecutive years.

8.5 Extra Duty

8.5.1 Duties that occur outside the typical Start and End of the school day.

8.5.2 Over the course of the school year, teachers shall work past the contractual day for three (3) professional meeting hours for special education IEP meetings, 504 meetings, student study team meetings, and pre approved

whole class parent meetings. If meetings are scheduled after school at the end of the contractual day beyond the three hour requirements they will be paid at the district hourly rate. (See 14.2.2 of contract)

- 8.5.3 Parent conferences are considered part of a teacher's professional duties and shall be scheduled in a manner to meet the needs of both the teacher and the District. These duties shall be scheduled two (2) weeks in advance so that teachers may plan their instructional preparation activities to accommodate them.

A modified conference schedule shall be developed and calendared for 5 days for fall parent conferences and 4 days for winter parent conferences.

Unit members not responsible for conferences may be assigned to other duties during the modified conference schedule.

750 minutes of release time will be provided to each grade level teacher to hold parent conferences in the fall. If more than 25 student conferences are needed, the teacher shall be granted release time of 30 minutes per additional student, or paid at the hourly rate upon approval of Administration.

600 minutes of release time will be provided to each grade level teacher to hold parent conferences in the winter. If more than 20 student conferences are needed, the teacher shall be granted release time of 30 minutes per additional student, or paid at the hourly rate upon approval of Administration.

- 8.5.4 One hour of Back to School Night and one hour of Open House are considered professional activities, and shall be scheduled on the district calendar, and shall be calendared during negotiations. Teachers are invited to attend a variety of community events throughout the school year (ie. sports events, community dinner, concerts, graduation) with the understanding that teacher attendance fosters healthy relationships with students, families, and community.

- 8.5.5 Extra Duty Committees

At times the District may convene extra duty committees, the meetings of which are held outside the typical work day. The district will work with HUTA to identify members well suited to serve on the committee. Individual members are allowed the right of refusal. The district will endeavor to provide an estimate of the frequency and duration of meetings and the projected length of the committee's commission.

8.5.5.1 Extra Duty Committee Compensation

Unit members serving on committees listed under Extra Duty Pay (14.2.1) will be paid by the stipend identified in that section.

Unit members serving on committees not listed under Extra Duty Pay (14.2.2) will be compensated at the teacher hourly rate.

ARTICLE IX REASSIGNMENT

9.1 An assignment is a position or grade currently held by a teacher. A reassignment is a change in a position or grade level. A change from a single grade to a combo class is also considered a reassignment.

A “member-initiated reassignment” is a written request by the member based on a wish to move grade levels or on a wish to move into an announced opening.

An “administrator-initiated reassignment” is when a vacancy appears at a grade level and an administrator initiates a conversation with a teacher about reassignment.

9.1.1 Reassignments to a new grade level carry an extra burden. The district and membership have a common interest in supporting teachers assuming the expanded responsibilities of reassignment.

9.1.2 Members reassigned will be provided the following:

- One (1) week of paid planning time before the start of the school year
- Three extra release and/or professional development days throughout the year at the discretion of the teacher with district approval
- Additional funding relative to non-reassigned teachers for materials and curriculum
- A higher proportion of aide support relative to teachers of non-combination classes

Reassignments shall be based on the educational and economic needs of the District, subject to the following conditions:

9.2 Notification of Assignment

9.2.1 Each teacher shall be given written notice no later than May 30 of the next year’s assignment. Such notice shall specify the grade and subject area to which the teacher will be assigned.

9.2.2 Assignments may change after May 30 due to special circumstances. Those circumstances may include events such as:

9.2.2.1 Vacancies due to teachers not returning from leaves;

9.2.2.2 Enrollment fluctuation;

9.2.2.3 Retirement after the end of the school year;

9.2.2.4 Illness or death of a teacher;

9.2.2.5 Elimination of program(s) and/or funding;

These assignment changes shall be made only after consulting the teacher or teachers concerned.

9.2.3 **Notice of Positions Advertised for Hire**

Copies of all advertisements for certificated positions shall be posted in the teacher's room and one in each teacher's school mailbox when publicly distributed. Teachers wishing to be notified of positions which may become available at times when school is not in session, shall, on an individual basis, make such requests in writing and give their name and address to the District office.

If the position to be advertised is held by a current unit member it will not be posted until the District has notified the unit member that his/her position has been deemed by the District as "open." If school is not in session notification shall be made to the unit member in writing and the school email address at the employee's address on record.

9.3 Administrator-Initiated Reassignments

9.3.1 Circumstances may arise where administrator-initiated reassignment occurs for consecutive years. Repeated reassignments over multiple years may have adverse impacts on the teacher so reassigned. In the event of such reassignments for the same member, an agreement amenable to the member and HUTA for managing the year three assignment shall be made at the time of the 2nd reassignment.

9.3.2 In the event that a reassignment of a teacher to a vacancy is necessary, volunteers will be sought from among those teachers who have requisite credential(s). Such volunteers may be offered the assignment. In the event of no volunteers forthcoming, the District shall give consideration to the following unranked criteria when implementing an involuntary reassignment:

9.3.2.1 The benefit to the educational program resulting from the reassignment;

- 9.3.2.2 Professional training including undergraduate, graduate, and postgraduate course work;
- 9.3.2.3 Length and nature of teaching experience;
- 9.3.2.4 Job-related skills and competencies;
- 9.3.2.5 Type of credential;
- 9.3.2.6 Length of service in the District;
- 9.3.2.7 Recommendation of the building principal;
- 9.3.2.8 Personal and professional needs of the unit member;
- and
- 9.3.2.9 In the event all of the aforementioned criteria are deemed by the Superintendent or his/her designee to be equal among two or more unit members, the unit member with the least District seniority will be selected for the reassignment.

9.3.3 A teacher who is to be involuntarily reassigned shall be given a written notice by May 30 unless special circumstances as described in 9.2.

9.3.4 Notice of an involuntary reassignment during the current school year will be given as soon as the reassignment is known or at least two weeks prior to the involuntary reassignment, whichever comes first.

9.3.5 A teacher who experiences reassignment during the school year (as described in Section 9.1) or moves to a new classroom during the school year will be given three (3) days' pay at their per diem rate or three (3) days release time to prepare for the new position/space. The District will provide assistance in moving the teachers' material.

9.4 Member-Initiated Reassignment

9.4.1 A teacher may submit a written request for reassignment to the District at any time, whether or not a vacancy exists. A teacher may also submit a request for a reassignment subsequent to the posting of a vacancy notice.

9.4.2 Requests for reassignment: any teacher requesting a reassignment shall submit their application to the Superintendent or designee on or before March 1 of the school year preceding the school year of the requested reassignment.

- 9.4.2.1 Each request shall contain the teacher's reason for requesting the reassignment and the potential benefits to the school/students.
- 9.4.2.2 Each reassignment request shall contain a statement of the teacher's qualifications for the assignment requested.
- 9.4.3 If a teacher's request for a voluntary reassignment is denied, the teacher shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reasons for the denial. The teacher shall, upon request, receive the reason(s) for the denial in writing.
- 9.4.4 A reassignment request shall not be denied arbitrarily, capriciously, or without basis in fact.
- 9.4.5 If the teacher requests that their application for reassignment be kept confidential, the matter will be treated as confidential as practicable.
- 9.4.6 Teachers may indicate a preference for a reassignment on the annual notice of return form and will be notified of any such vacancy via their school email address.
- 9.4.7 Teachers returning from leave will be afforded all rights provided under this article.

ARTICLE X
LEAVES

10.1 **Sick Leave**

Each teacher shall be entitled to paid sick leave in the amount of ten (10) days per school year (prorated for part-time teachers). A teacher taking sick leave shall notify the District within a reasonable time prior to their absence. Sick leave may be taken for the member's own illness or for the illness of an immediate family member (child, spouse/domestic partner, parent with a serious health condition).

- 10.1.1 Each teacher shall complete and sign a Report of Absence chargeable to Sick Leave Report form within five (5) working days upon his/her return from an absence.
- 10.1.2 The District reserves the right to require proof of illness which is acceptable to the District if an absence exceeds three (3) days or if the district has reasonable suspicion of abuse.

10.1.3 Extended Illness Leave: If a teacher has utilized all of their accumulated sick leave and is still absent from their duties on account of illness or accident for a period of five (5) school months, or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid or would have been paid a substitute teacher during their period of absence. (Ed.Code 44977)

10.1.3.1 The five (5) months or less period during which the above deductions occur shall not begin until the teacher has exhausted all his/her accumulated sick leave entitlement. A teacher applying for leave under this Section shall notify the District in writing, specifying the commencement date desired and reasons for the leave.

10.2 Personal Necessity Leave

10.2.1 A teacher may use seven (7) days of sick leave per year for purposes of personal necessity. The granting of permission for such leave shall be at the discretion of the District, except in the case of a death or serious illness of a member of the teacher's immediate family, or an accident involving the teacher's immediate family. However, a teacher may take two (2) of the seven (7) personal necessity leave days for personal and compelling reasons without securing permission from the District. All requests for personal necessity leave must be submitted in writing to the District for approval twenty-four (24) hours prior to the commencement of the leave period requested, except in extenuating circumstances.

10.2.2 For purposes of the Section, immediate family shall mean father, mother, grandfather, grandmother, or grandchild of the teacher or of the spouse/domestic partner of the teacher, and the spouse/domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the teacher, or any person who over a period of time has held a place of such a member.

10.3 Maternity/Paternity/Adoption Leave

10.3.1 Paid Maternity/Adoption Leave

When a child is born or adopted, the unit member may be allowed time off with no loss of pay for two (2) weeks. Such time may be taken at the parent's discretion.

10.3.1.1 Paid Maternity Disability:

- 10.3.1.1.1 The District shall provide for leave of absence from duty for any unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the employee shall resume duties, shall be determined by the employee and employee's physician.
- 10.3.1.1.2 Disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.
- 10.3.1.1.3 At least sixty (60) days prior to the expected birth of the child, the employee shall submit to the District a physician's statement noting the expected date of birth. An employee may continue to work until the onset of physical disability.

10.3.2 Unpaid Maternity/Adoption Leave:

- 10.3.2.1 Expectant mothers and fathers who wish to absent themselves from duty for any related reasons prior to and following childbirth or adoption are guaranteed unpaid maternity leave if requested. This leave may be requested for a maximum of twelve (12) months, but may be extended to coincide with named school breaks.
- 10.3.2.2 Request for unpaid maternity leave shall be submitted in writing, addressed to the Governing Board and delivered to the District Office, at least sixty (60) days prior to the desired commencement date of the leave or by February 15, if such leave is being requested for the following year and such need is known by February 15.
- 10.3.2.3 A letter from the employee's physician indicating the expected date of birth of a child, and any known or expected medical complications, shall accompany the request for leave.

10.3.2.4 Unit members not covered by maternity disability leave may use up to seven (7) of their personal necessity leave days to extend their leave.

10.3.2.5 Unit members may use Family Care Leave as defined by this contract (section 10.11)

10.4 Family Care Leave

(Informational note: Family Care Leave, by Ed.Code, is applicable to school districts that have 50 or more employees. This section is locally negotiated and is not within state or federal statutes.)

10.4.1 Each unit member who has been employed by the District for more than one continuous year is eligible for an unpaid Family Care Leave not to exceed twelve (12) weeks within a twelve (12) month period, unless a longer leave is agreed upon by the District and the unit member. Family Care Leave may be used for the birth of the unit member's child, placement of a child for adoption or foster care, to care for a spouse/domestic partner, child, or parent with a serious health condition, or a serious health condition which renders the unit member unable to perform essential job functions.

10.4.2 During the period of such leave the District shall maintain the unit member's group health benefits, if any, on the same basis as if the unit member was in paid status. Upon return from Family Care Leave, the unit member is entitled to return to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

10.4.3 The unit member's absence under Family Care Leave shall not be considered a break in service.

10.4.4 The unit member must provide the District with at least thirty (30) days advance notice for the leave if the need is foreseeable; if the need is not foreseeable, notice must be given as soon as practicable under the circumstances.

10.5 Catastrophic Leave

An employee who is suffering from a catastrophic illness or injury or catastrophic loss may request donations of accrued sick leave credits under the catastrophic leave program.

10.5.1 "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate an employee for an extended period of time and taking extended time off creates a financial hardship for the employee because they have exhausted all of their sick leave and other paid time off.

“Catastrophic loss” is the permanent or significant alteration of a member’s life and future. Examples include, but are not limited to; the loss of a partner or child, or the loss of one’s home.

- 10.5.2 Upon requesting donations under this program, the employee shall provide verification of the catastrophic injury or illness. Verification shall be made by means of a letter, dated and signed by the sick or injured person’s physician, indicating the incapacitating nature and probable duration of the illness or injury.
- 10.5.3 The Superintendent or designee and the Association representative shall determine:
 - 10.5.3.1 That the employee is unable to work due to the employee’s catastrophic illness or injury, and that the employee has exhausted all accrued paid leave credits.
- 10.5.4 When the above verification and determinations are made, the Superintendent or designee and the Association representative, may approve the reassignment of accrued sick leave credits.
- 10.5.5 The Superintendent or designee and Association representative shall inform employees of the need for donations to be made in response to the employee’s request.
 - 10.5.5.1 Any employee, upon written notice to the district, may donate accrued sick leave credits to the requesting employee at a minimum of one (1) full day up to fifteen (15) days per year. The donation shall be made on a pro-rata basis for part-time employees. All transfers of eligible leave credit shall be irrevocable.
 - 10.5.5.2 To ensure that employees retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than fifteen (15) days.
- 10.5.6 Benefiting employees may use donated leave credits for a maximum of thirty (30) consecutive workdays.
- 10.5.7 An employee who receives paid leave pursuant to this program shall use any leave credits that they continue to accrue on a monthly basis before receiving paid leave pursuant to this program.
- 10.5.8 The Superintendent or designee and the Association representative shall ensure that all donations are confidential.

10.5.9 Any unused days would be kept in a bank for future use by other applicants.

10.6 Industrial Accident and Illness Leave

A teacher shall be entitled to up to sixty (60) days paid leave of absence from their duties on account of an industrial accident or illness arising out of the course of their employment with the District.

10.6.1 The allowable leave shall not be accumulated from year to year.

10.6.2 Industrial accident or illness leave shall commence on the first day of absence.

10.6.3 Any compensation paid to the teacher under this Article and any other payments as a result of said injury or illness from whatever source shall, when added to their temporary disability indemnity under the California Labor Code, result in a payment to them of not more than their full salary.

10.6.4 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

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

10.6.6 Any employee receiving benefits under this Section shall, during the periods of injury or illness, remain within the State of California, unless the Governing Board authorizes travel outside of the state.

10.6.7 In order to qualify for benefits under this Section, the teacher must advise the District in writing within two (2) days of the incident giving rise to the industrial illness or injury, unless extenuating circumstances prevent said notification. This notification shall specify the date, time, place, and circumstances of the injury and illness. In no event shall notification of the illness be later than thirty (30) days following said incident or illness. In the event of failure to notify the District, the teacher shall be disqualified from receiving benefits under this Section.

10.6.8 The District reserves the right to require proof of illness or injury, which is acceptable to the District, as a condition of qualification of benefits under this Section.

10.7 Bereavement Leave (Ed. Code 44985)

Every teacher shall be entitled to five (5) days of paid leave of absence on account of the death of any member of his or her immediate family. Members of the immediate family as used in this Section mean father, mother, grandfather, grandmother, or grandchild of the teacher on paid leave, or of the spouse/domestic partner of the teacher, and the spouse/domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the teacher, any relative living in the immediate household of the teacher, or any person over a period of time who has held a place of such a member. If travel of two-hundred-fifty (250) or more miles is required the unit member shall be entitled to up to seven (7) days of paid bereavement leave.

10.8 Jury Duty Leave

A teacher shall be entitled to as many days of paid leave as are necessary when serving during the regularly scheduled working hours for the purpose of serving as a juror, to include jury selection, in any legal proceeding. All monies payable by the Court to the employee for jury duty, excluding mileage, shall be remitted directly to the District.

10.9 Study Leave

The District may grant a teacher an unpaid leave of absence to pursue educational improvement and advancement, for period of not less than one (1) semester nor more than one (1) school year, subject to the following conditions:

- 10.9.1 A teacher shall have been employed by the District for at least three (3) complete consecutive years and have attained the status of a permanent employee as defined in the California Education Code.
- 10.9.2 No more than two (2) teachers shall be granted such leave in a given school year; any conflicts as to eligibility under this subsection shall be resolved by reference to priority of application for leave.
- 10.9.3 Applications for leave under this Section shall be made in writing on or before March 1 of the school year preceding the school year in which the leave is to be taken.
- 10.9.4 Any teacher on such leave shall advise the District in writing of their intention to not re-assume teaching duties by March 1 of the school year in which the leave is taken. If no notification is received by the District or if the teacher fails to return to work when agreed upon, the teacher or teachers shall be terminated from employment and such termination will be considered a voluntary resignation.
- 10.9.5 Teachers shall be entitled to leave under this Section no more than once in every three (3) years of service to the District.

10.9.6 A teacher on study leave shall be entitled to receive credit for annual salary increments.

10.10 Other Leaves

The District Board of Trustees may grant leaves of absence for other than the reasons in Sections 10.1 through 10.11.

10.11 Miscellaneous

The following conditions specify the rights of teachers returning from paid and unpaid leaves of absence. The leaves available to teachers are in the preceding sections of this article.

10.11.1 A teacher on paid leave of absence shall be entitled to:

10.11.1.1 Return, if at all possible, to the same position which they held immediately before commencement of the leave, or a substantially equivalent one within the District;

10.11.1.2 Receive credit for annual salary increments provided during their leave;

10.11.1.3 Receive, during their leave, medical and dental coverage at the established rate.

10.11.2 A teacher on unpaid leave of absence shall be entitled to:

10.11.2.1 Return, if at all possible, to the same position which he or she held immediately before commencement of the leave, or a substantially equivalent one within the District;

10.11.2.2 Receive, during their leave, medical and dental coverage as provided in Article XV, at their option and cost.

ARTICLE XI HEALTH & SAFETY

11.1 General Conditions

11.1.1 Bargaining unit members shall not be required to provide and conduct necessary specialized health care procedures including but not limited to, dispensing medication, catheterizations, credo', diapering, injections, ileostomies, colostomies, gastrostomies, tracheostomy, suction, oxygen administration gavage feeding, and draining.11.1.2 Each teaching station will have a locked area for a wallet/purse to be stored in the classroom.

11.1.3 The District will provide phones to all classrooms.

11.1.4 The District shall take reasonable efforts to provide:

11.1.4.2 Adequate lighting, heating, and ventilation in all areas utilized for instruction.

11.1.4.3 Safe and clean classrooms, which includes taking precaution to limit the use of toxic materials, cleansers, and pesticides. This also includes mitigating exposure to mold.

11.2 Emergency Conditions

11.2.1 Mitigating Increased Risk During Emergency Conditions

In the event of natural disasters including pandemics, fires, earthquakes or other extended states of emergency, the unit and district representatives will develop a mutually agreed upon response plan to the conditions.

11.2.2 School Closures & Emergency Days

In the event of a school closure that prevents the school from ADA and impacts minimum instructional minute and instructional day requirements for the school year, emergency days already adopted in the existing school calendar will be activated first.

In the event that school closures exceed the number of emergency days already adopted in the calendar, unit and district representatives will develop a mutually agreed upon plan regarding additional changes to the calendar.

11.2.3 Natural Disaster Impacts

11.2.3.1 School Evacuation

The county is divided into evacuation zones. HUSD is comprised of multiple evacuation zones. In the event that the HUSD campus zone is placed under an evacuation warning or mandatory evacuation order, the campus will close. In the event that other zones, contained within the HUSD district boundary also come under evacuation warning or mandatory evacuation order, then the campus will be closed.

Closure will be announced by 5am the day of the closure if notified by emergency services prior to the start of the school day.

In the event that HUSD comes under mandatory evacuation or evacuation warning while in session, staff will remain on duty to help release students with early release offered to members according to the following priorities:

- i. People whose homes or family are in the mandatory evacuation zone(s)
- ii. People whose homes or family are in an evacuation warning zone

11.2.3.2 Member Evacuation

A teacher living in a zone under evacuation warning or mandatory evacuation order will notify the District at their earliest convenience and be released from their teaching duties for the entirety of the evacuation order for their zone.

1. A sub will cover the member's class.
2. Emergency sub plans may be utilized.
3. The release days for evacuation will not be subtracted from the teacher's accumulated sick leave, but instead will be considered emergency paid leave for up to five (5) days. In an emergency situation that lasts beyond 5 days, HUTA and District administration will meet to discuss accommodations for that member.
4. In the event that a teacher chooses to continue duties while under evacuation warning for their zone at home, they may leave campus or discontinue duties immediately once their zone is placed under mandatory evacuation order. A substitute will be provided to cover their duties.

11.2.3.3 Personal Impacts from Natural Disaster

In the event that a teacher loses their home or other property to fire, that teacher may take five (5) days of paid "bereavement" leave. If they need time beyond those 5 days, they may use their "personal necessity" days. If they need more time beyond that, they may either use "catastrophic leave" or they may request "other leave" under item 10.10 in the contract.

ARTICLE XII

TEACHER RESPONSIBILITIES FOR SUPERVISION OF NON-TEACHERS

- 12.1 The District shall provide an opportunity for the teacher who is being assigned an aide to meet, interview and confer with that aide or provide input, prior to and during the initial period of the assignment.
- 12.2 Aides shall not be assigned by the District to instruct students in required curriculum courses unless supervised by a teacher.
- 12.3 Unit members shall have the opportunity to provide input during the probationary period of new instructional assistants and the evaluation of the aides that work regularly in their classrooms.
- 12.4 Unit members may state whether they wish to have the aide currently assigned to their classroom reassigned the following year.

ARTICLE XIII

WAGES

- 13.1 **SALARIES**

13.1.1 The Salary Schedule shall be attached to this Agreement as Appendix A.

13.2 EXTRA DUTY PAY

13.2.1 All coaching/extra duty positions will first be offered to current unit members who meet the criteria of the position. If no unit member meets the criteria, the District may offer the positions to other units or hire an external personnel. Positions may be filled as determined by Administration except as noted below.

13.2.1.1 Coaching 6th, 7th and 8th grades (other grade levels if approved by administration)

- a. Basketball, Football, Volleyball, Softball, Cross Country
\$1,500 per team per year

13.2.1.2 Athletic Director - \$3,000 per year

13.2.1.3 Yearbook - \$2,500 per year

13.2.1.4 Overnight field trips, subject to board approval, \$250 per night

13.2.1.5 Play \$3,000 (paid by ARK)

13.2.1.6 Dance Chaperone - \$150 per dance

13.2.1.7 Occidental Young Writers Showcase - \$750

13.2.1.8 Leadership Committee \$2,000

(3 HUTA unit members including TIC)

Any member selected by the Leadership Committee to be a co-chair will receive an additional \$1,000

*For the 2022-2023 school year members will have a rate of \$2,500

13.2.1.9 Budget Committee (2 HUTA unit members) \$1000

13.2.1.10 Site Council (2 HUTA members) \$400

13.2.2 Other extra duty positions outside of 8.5.3 including but not limited to committee work, will be paid at the District hourly rate (see salary schedule). These extra duty positions must be pre-approved by the Administration.

13.2.3 All extra duty coaching is to be outside regular school hours.

13.2.4 The Teacher In Charge (TIC) if appointed accepts responsibility as the administrative authority when the principal is not present on campus. When requested by the principal the Teacher in Charge accepts responsibility for initial interfacing regarding questions or issues with parents, teachers and students. Assists and is available for supervision support when necessary. In addition, TIC is required to sit on the Leadership Committee and therefore will receive the Leadership stipend.

(TIC) will be paid as followed:

When the organizational structure of the school is such that 1 administrator is assigned to that site for the year - \$4,000

If 2 administrators are assigned to the site for the year - \$2,000

13.2.5 Teachers are responsible for planning and grading Independent Studies (ISPs).

Teachers who are assigned as the ISP Case Manager for an ISP (classroom teacher/homeroom teacher) will be paid $\frac{1}{2}$ the district hourly rate per day of the ISP. Teachers who are not the case manager, but are required to contribute 2 or more core academic subjects to the ISP, will receive $\frac{1}{4}$ of the district hourly rate per day of the ISP.

Teachers are responsible for providing documentation to the business office for compensation.

ARTICLE XIV **HEALTH AND DENTAL BENEFITS**

14.1 It is the intent of the District to provide health and dental benefits to certificated employees.

14.2 The District will pay medical benefits as follows:

- Singles will be covered at 100% of the Kaiser Single High Plan, adjusted annually
- Doubles (Employee + one) will be covered at 95% of the Kaiser Mid Plan, adjusted annually
- Families (Employee + two or more) will be covered at 90% of the Kaiser Mid Plan, adjusted annually

- In the event that an employee is covered by a spouse's plan, they may opt for a lower cost plan and receive the cost differential between that plan and the Single Kaiser High Plan
- 14.3 The District shall provide up to \$100 per full-time employee (pro-rata for less than full-time) to be used by the employee and/or dependents for vision care. Upon written verification from the vision care provider, the District will reimburse the employee up to \$100. The \$100 is per year and is cumulative to successive years if not used, to a maximum of \$400.
- 14.4 Dental coverage will be paid at 100% for all employees and their dependents.
- 14.5 See appendix E for current health benefits coverage.

ARTICLE XV
MAINTENANCE OF BENEFITS

- 15.1 The Board shall not reduce or eliminate any health or dental benefits, pertaining to unit members' rights or privileges as of the effective date of this Agreement, unless otherwise provided by the express terms of this Agreement or subsequent agreements.

ARTICLE XVI
SAVINGS

- 16.1 If any provisions of this Agreement or any application thereof to any teacher is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- 16.2 The parties shall meet as soon as reasonably possible, but no later than thirty (30) days after such a court decision, to renegotiate the provision(s) which are affected.

ARTICLE XVII
MANAGEMENT RIGHTS

- 17.1 It is agreed that the District retains all of its powers and authority to direct and control the contract to the full extent of the law, limited only by the specific terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

ARTICLE XVIII
MISCELLANEOUS

- 18.1 Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement.
- 18.2 All teachers who participate in the production of tapes, publications, or other produced educational material without use of District materials and outside regular working hours, except as approved by the Superintendent, shall retain residual rights should they be copy-written or sold by the Board.
- 18.3 The District shall provide clerical support for the maintenance of attendance registers. The District shall also provide support for the management of field trips including, but not limited to: tracking of vehicle inspections, fingerprints and insurance forms, scheduling of and confirming transportation, and collection and deposits of moneys.

ARTICLE XIX
DISCIPLINE

19.1 No unit member shall be disciplined without just cause, due process and utilization of the principles of progressive discipline.

19.1.1 When a unit member is to be disciplined, oral reprimands will normally precede written reprimands and written reprimands will normally precede discipline action.

19.2 **PERSONS AUTHORIZED TO IMPOSE DISCIPLINE ACTION**

19.2.1 The following may impose discipline action against an employee:

19.2.1.1 The Superintendent; or

19.2.1.2 The Principal

19.3 **CAUSES FOR DISCIPLINARY ACTION**

19.3.1 Each of the following constitutes cause for a personnel action:

19.3.1.1 Fraud in securing appointment.

19.3.1.2 Neglect of duties prescribed in the contract or Education Code.

19.3.1.3 Insubordination.

19.3.1.4 Dishonesty.

19.3.1.5 Absence without leave.

19.3.1.6 Improper political activity as defined by federal or state law.

- 19.3.1.7 Misuse of District property.
- 19.3.1.8 Violation of any of the prohibitions set forth in the 6 Education Code or the California Administrative Code, and any violation of the policies or regulations of the District or contract.
- 19.3.1.9 Conviction of a felony or conviction of a misdemeanor involving moral turpitude: a plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
- 19.3.1.10 Unprofessional conduct according to EC 44938.

19.3.2 It is also understood that any causes stated above may be subsumed under the causes for dismissal set forth in the California Education Code and that nothing stated herein shall have any controlling effect in the event a dismissal action is initiated under provisions of the Education Code.

19.4 **NOTICE REQUIRED PRIOR TO IMPOSITION OF DISCIPLINE ACTION**

19.4.1 At least ten (10) working days prior to the imposition of any discipline action, the complainant shall provide written notice to the employee containing the following:

- 19.4.1.1 A statement of the type and extent of discipline action being proposed; and
- 19.4.1.2 A statement of the causes and the reasons for the discipline action. The reasons should be stated specifically and in detail; and
- 19.4.1.3 Either a copy of any documents and other materials upon which the charges are based, or specific reference to these items and; where they are available for the employee's review; and
- 19.4.1.4 A statement inviting the employee to respond with the ten (10) working days period regarding the proposed discipline action either orally or in writing to the complainant.

19.4.2 After the employee's response has been received, the complainant shall consider the response in determining whether or not to impose discipline action. Therefore, the complainant may take whatever discipline action appears most appropriate under all the facts and circumstances.

19.5 **NOTICE REQUIRED ON IMPOSITION OF DISCIPLINARY ACTION**

19.5.1 In all cases involving a discipline action, the complainant must file a written order of discipline action with the Board of Trustees. A copy of the order shall be served upon the employee whether personally, or by registered or certified mail, return-receipt requested, to the last home address provided by the employee to the District personnel office.

19.5.2 The order shall be approved by the administration and shall include:

19.5.2.1 A statement of the type and extent of discipline action;

19.5.2.2 The effective date of action;

19.5.2.3 A statement of the causes therefore set forth hereinabove;

19.5.2.4 A statement in ordinary and concise language of the specific acts or omissions upon which the causes are based; and

19.5.2.5 A statement advising the employee of their right to appeal from the action, of the manner and time within which said appeal must be taken and of the required content of the appeal notice.

19.6 **APPEAL**

19.6.1 The employee may, within five (5) working days after receiving the order of discipline' action, appeal to the Board of Trustees from such order by filing with the complainant and with the Board of Trustees a written notice of appeal.

19.7 **FAILURE TO FILE AN APPEAL NOTICE**

19.7.1 If the employee against whom an order of discipline action has been filed fails to file a written notice of appeal with the complainant and the Board of Trustees within the time specified hereinabove, the employee shall be deemed to have waived his/her right to appeal and the discipline action shall become final without further action by the Board of Trustees.

19.8 **CONDUCT OF HEARING**

19.8.1 Whenever a hearing is requested as provided above, the governing board shall decide, at its discretion, whether to conduct the hearing itself or refer it to a hearing officer.

- 19.8.2 Non-substantive procedural errors committed by the District, the hearing officer, or the governing board shall not affect the decision unless the errors are prejudicial.
- 19.8.3 The decision of the governing board shall be in writing and shall state findings of fact and determination of the issues.
- 19.8.4 The decision of the Board of Trustees shall be delivered to the complainant from whose order the appeal is taken and shall forthwith be enforced and followed by him/her. A copy of the decision shall be delivered to the employee personally or by registered or certified mail.
- 19.8.5 The decision of the Board shall be final.

19.9 **SUSPENSION WITHOUT PAY**

- 19.9.1 When a unit member is to be suspended without pay, specific written charges shall be prepared by the Superintendent or designee. Included in such charges shall be the specific facts underlying those charges. The charges shall be incorporated in a notice of the intent to take disciplinary action.
- 19.9.2 The written notice of charges shall also offer the unit member an opportunity to meet with the Superintendent/designee to discuss such charges and the unit member's position on the charges. The unit member shall have the right to be represented by a union representative at all stages of the procedures, including the meeting with the Superintendent and/or his/her designee.
- 19.9.3 Suspension without pay under this procedure shall not exceed fifteen (15) working days.
- 19.9.4 If a permanent employee receives a notice of incompetency or unprofessional conduct pursuant to Education Code section 44938, and during the 90 day period of review permitted by law a new school year commences, the employee shall not advance in either step or column on the salary schedule. If thereafter the district board, based upon the above notice, does not adopt a resolution formulating charges against the employee, upon the expiration of the time period for adoption of such a resolution the employee shall be advanced on the salary schedule.
- 19.9.5 Under the circumstance described in paragraph 20.9.4, the provisions of the prior paragraphs under discipline shall be inapplicable.
- 19.9.6 The District will keep confidential any and all information regarding actual or proposed disciplinary action.

ARTICLE XX
RETIREMENT PROGRAM

(Retirees are not members of the HUTA bargaining unit.)

- 20.1 Full-time unit members hired prior to the 1997-98 school year who are eligible to retire according to the rules and regulations of the State Teachers Retirement System shall receive health and welfare benefits at the Kaiser Single High Rate plus Dental on the date of their retirement until age 65 or until Medi-Care is available or until the retiree is able to receive equal health and welfare from other employment based on whichever conditions shall occur first. Part-time unit members shall be eligible for prorated benefits.
- 20.2 Full-time unit members hired beginning with the 1997-98 school year and thereafter who are eligible to retire according to the rules and regulations of the State Teachers Retirement System shall receive health and welfare benefits at the Kaiser Single High Rate plus Dental the date of their retirement for a maximum of five (5) years, or until age 65 or until Medi-Care is available or until the retiree is able to receive equal health and welfare benefits from other employment based on whichever condition shall occur first.
- 20.2.1 Part-time unit members shall be eligible for prorated benefits.

ARTICLE XXI
EARLY RETIREMENT PROGRAM

- 21.1 Eligibility. The Early Retirement Program may be offered to all certificated employees who:
- 21.1.1 Have a minimum of ten (10) or more years of service in the Harmony Union School District;
 - 21.1.2 Are at least fifty-five (55) years of age;
 - 21.1.3 Eligible to retire according to the rules and regulations of the State Teachers Retirement System.
- 21.2 Procedure
- 21.2.1 If an early retirement incentive is offered, the District shall notify unit members eligible for early retirement on or before the last day before the winter break as to whether a retirement incentive program will be available that year.

- 21.3 Golden Handshake (This program may be offered at the District’s discretion.)
- 21.3.1 This plan provides for two (2) additional years of service credit with the State Teachers Retirement Systems for the unit members within the Board approved open window period.
- 21.3.2 The District shall pay to STRS the amount due under the State formula for the Golden handshake Program. Established by EC 22714(a).

ARTICLE XXII
FULL INCLUSION

(Note: Full inclusion students are served by the directives of their IEP [Individual Education Plan]. IEP meetings and team meetings may be called as needed.)

- 22.1 In the event that there are multiple classes per grade level, the administration will seek a volunteer when making the classroom assignment of a full inclusion student and will make every effort to maintain one full inclusion student per classroom.
- 22.2 When the time demands of a full inclusion student significantly impact the program in the general education class, the unit member may convene the IEP team to address the issue and develop options for relief.
- 22.3 Unit members and adult support staff responsible for teaching full inclusion students will be provided training to assist them in meeting the needs of the student.
- 22.4 At the end of the year, a transition meeting will be held to formulate a plan for the student for the following year. Attendees at this meeting shall include, but not be limited to, current unit member, receiving unit member, site administrator, and RSP/special education teacher.

ARTICLE XXIII
JOB SHARE

23.1 **DEFINITION**

- 23.1.1 Job sharing shall refer to existing certificated employees sharing one full-time position for one (1) year during which time they will take an unpaid leave for that portion of the position they are not working while in the shared job. Contracts with employees in job share positions shall clearly indicate that teachers shall honor their contract and will not be eligible for other position in the District which conflict with the job share assignment.

Eligibility

1. Teachers who have permanent status
2. Teachers who have a current satisfactory evaluation
3. If only one permanent status teacher is available a temporary teacher may be hired to serve as the job share

23.2 PROCEDURE

- 23.2.1 Unit members desiring a job share assignment for the following school year shall submit a request and application to the superintendent no later than February 1. The Superintendent shall submit the request and application to the Board with his/her recommendation. The Board shall approve or deny requests and notify the applicants, in writing, of its decision no later than May 1. If a request is denied, the applicants shall be notified, in writing, of the specific reasons for the denial. Unit members wishing to continue the job share for a subsequent school year shall submit their request pursuant to above.
- 23.2.2 The job share application will specify the benefits to the District and the students, as well as the benefits to the unit members involved. The written application will include:
- o Names of the employees who are proposing to job share
 - o Reasons for the job share proposal
 - o Details of how the employees intend to coordinate their work ensuring that the educational continuity of the class will be preserved
 - o How the employees plan to implement the job share position, including shared responsibility for all duties, extra assignments, faculty meetings, in-services, etc..
 - o Agreement that the job share partners will be required to be in attendance at Back to School Night and Open House
 - o Agreement that parents will be notified by the job sharing team of their option to request the presence of both unit members at a parent conference.
- 23.2.3 Each job sharing unit member is responsible for notifying the District when a substitute is needed. The teaching team partner is entitled to first call for substitute service at the substitute rate.
- 23.2.4 Unit members working on a job share shall receive prorated health benefits.

- 23.2.5 Each job share team shall meet with the principal to review the job share twice yearly. If they are found to have met the requirements, unit members shall be able to request to continue the following year without full reapplication. If the evaluation is less than satisfactory, an improvement plan must be submitted with a reapplication to the Board.
- 23.2.6 Job sharing can be done in a variety of combinations as mutually agreed upon by the unit member partners and District, so that both employees shall work equal days per school year. Those unit members wishing to work unequal days (i.e. 20/80, 60/40) shall be mutually agreed to by the employee and the District.
- 23.2.7 If a job share partner is not able to fulfill his or her job share commitment for any reason, (a) a new job share partner shall be recruited or (b) the remaining job share partner shall have the option to return to full-time status. If the District attempts to recruit a new job share partner from outside the District, the remaining job share partner shall serve on the interview panel. In lieu of accepting a new job share partner, the remaining job share partner shall have the option to return to full-time employment.
- 23.2.8 Unit members will earn STRS credit based on the portion of the year which has been taught as per STRS policy.
- 23.2.9 Full-time unit members opting for job sharing may return to full-time employment the following year, providing they would not be laid off on a seniority basis had they been employed full-time. Unit members intending to return to full-time status in September must notify the District of their intent to do so by February 1 of the school year prior to the school year that they wish to return to full-time status. Unit members returning to full-time status will be entitled to the same rights as any other certificated staff member; namely, to indicate their preference at the time classroom assignment forms are circulated.
- 23.2.10 All positions will be offered internally before being offered externally.

ARTICLE XXIV
DURATION

24.1 This agreement shall remain in full force and effect from the date of ratification until June 30, 2026. Closed Contract through June 30, 2024 with no re-openers until 2024-2024 school year.

District Representative

HUTA Representative

Date: _____

Date: _____

Appendix A
HARMONY UNION SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
FISCAL YEAR 2024-2025

A Salary Restructure and a 3.0 % increase was applied to the 2023-24 Salary Schedule effective July 1, 2024

COLUMN	1	2	3	4
STEP	BA<45	BA+45	BA+60	BA+75
1	66,046	68,688	71,435	74,293
2	68,192	70,920	73,757	76,707
3	70,409	73,225	76,154	79,200
4	72,697	75,605	78,629	81,774
5	75,060	78,062	81,185	84,432
6	77,499	80,599	83,823	87,176
7	80,018	83,219	86,547	90,009
8	82,618	85,923	89,360	92,934
9	85,304	88,716	92,264	95,955
10	88,076	91,599	95,263	99,073
11	89,837	93,431	97,168	101,055
12	91,634	95,300	99,112	103,076
13	93,467	97,206	101,094	105,137
14	95,336	99,150	103,116	107,240
15	97,243	101,133	105,178	109,385
16	99,188	103,155	107,281	111,573
17	101,172	105,218	109,427	113,804
18	103,195	107,323	111,616	116,080
19	105,259	109,469	113,848	118,402
20	107,364	111,659	116,125	120,770
21	109,243	113,613	118,157	122,883
22	111,155	115,601	120,225	125,034
23	113,100	117,624	122,329	127,222
24	115,079	119,682	124,470	129,448
25	117,093	121,777	126,648	131,714

Hourly rate: \$74.99
Highest step: \$131,714
Masters Stipend: 2% of Column 1, Step 1
Doctorate/PhD Stipend: 2% of Column 1, Step 1
1/2 Day Rate for Substitute: \$125
Daily Rate for Substitute: \$225
Long Term Daily Rate for Sub: \$225

Salary Schedule Algorithm & Calculations:

Column 1 Step 1 is the Foundation Salary cell used to calculate Initial column value
Column 2 Step 1 is 4% greater than Column 1 Step 1
Column 3 Step 1 is 4% greater than Column 2 Step 1
Column 4 Step 1 is 4% greater than Column 3 Step 1
Steps 2 through 10 increase by 3.25% of the step above
Steps 11 through 20 increase by 2% of the step above
Steps 21 through 25 increase by 1.75% of the step above
Hourly Rate is Column 3, Step 10 / Annual Contract hours (2024-25 = 1270.38hrs/yr)
Hires may receive up to 7 yrs of credit for prior experience. With board approval, District may give more than 7yrs credit.

Appendix B

Health Benefits Coverage

	Health Plan 2022-23 (October Rates)	District Paid Dental Coverage Monthly	Total Monthly Cost of Health Benefits Package	TOTAL Monthly allocation to each Employee	Employee Out of Pocket Monthly
S	Kaiser Single High at 100% Plus Dental	\$115	\$925	\$1,040	\$0
D	Kaiser 2-Party MID Option at 95% Plus Dental	\$115	\$1,652	\$1,684.40	\$82.60
F	Kaiser Family MID Option at 90% Plus Dental	\$115	\$2,293	\$2,178.70	\$229.30

Per Article XV of the 2020-2023 HUTA Contract:

- Singles will be covered at 100% of the Kaiser Single High Plan, adjusted annually.
- 2-Party (Employee + one) will be covered at 95% of the Kaiser Mid Plan, adjusted annually.
- Families (Employee+ two or more) will be covered at 90% of the Kaiser Mid Plan, adjusted annually.
- In the event an employee is covered by a spouse's plan, he/she may opt for a lower cost plan and receive the cost differential between that plan and the Single Kaiser High Plan. The cost differential for 2022-23 is \$351 (\$925 - \$574).

· Dental coverage will be paid at 100% for all employees and their dependents.

Please remember: you are paid 11 months/year, so all out of pocket payments/cost differentials are multiplied by 12, and then divided by 11, to reimburse the district the annual amount over the pay-periods.

ie – $\$82.60 \times 12/11 = \90.11 charged per pay period for the Kaiser Double Option at 95%

Please see me if you have any questions. Thank you!

Appendix C

Annual Planning & Goals Form

Unit Member: _____ Status _____

Program/Site: _____

As you consider the year ahead, previous assessments of academic performance of students assigned to you, the California Common Core State Standards, the California Standards for the Teaching Profession please identify your three goals for the coming year.

Goal 1: (Instructional/student learning goal)

Goal 2: (Instructional/student learning goal)

Goal 3: (A professional growth goal)

Signature of Unit Member _____

Signature of Administrator _____

If Needed: Date Met and Discussed _____ Initialed by member & Administrator

If Needed: Date Met and Reviewed _____ Initialed by member & Administrator

Appendix D

PRE-OBSERVATION CONFERENCE FORM

Unit Member: _____ Status _____

Program/Site: _____

Date: _____ Time Period: _____

Grade(s)/Subject/Lesson: _____

Please be prepared to discuss the following questions:

1. Briefly describe important aspects of the learning environment that the observer needs to know in advance: student situations, developmental processes, etc.
2. What are your objectives for this lesson?
3. What do you want students to learn or to do by the end of this lesson/unit?
4. How did you determine that this is what these students need to learn?
5. How will you assess student learning? How will you know students have achieved the outcomes you intended?
6. What activities will your students be doing?
7. How does this lesson relate to:
 - (a) Applicable curriculum standards?
 - (b) Instruction that has occurred over the last few weeks/months?
 - (c) Work over the next few weeks?
8. Standards to Focus on
 - A) Probationary – all Standards
 - B) Permanent three(3) Standard

Comments:

Signature of Unit Member _____

Signature of Administrator _____

Appendix E

NOTE: This is form is for use by the Administrator when they make their observation(s)

CLASSROOM/EDUCATIONAL SETTING OBSERVATION FORM

Unit Member: _____ Status _____

Program/Site: _____

Date: _____ Time Period: _____

Grade(s)/Subject/Lesson: _____

<u>Teacher Actions</u>	<u>Student Actions</u>

Appendix F

POST-OBSERVATION CONFERENCE FORM

Unit Member: _____ Status _____

Program/Site: _____

Date: _____ Time Period: _____

Grade(s)/Subject/Lesson: _____

POST-OBSERVATION CONFERENCE QUESTIONS:

Please consider the California Content Standard you identified for student outcomes as well as the CSTP

1. What were the strengths of this lesson?

2. If you had concerns, what were they

3. How will you adapt future instruction based on your assessment of student learning?

4. What peer or administrative support would help you continue your growth as an educational professional?

Signature of Unit Member _____

Signature of Administrator _____

Appendix G

FINAL SUMMATIVE EVALUATION OF TEACHING PERFORMANCE

Unit Member: _____

Status _____

Program/Site: _____

Grade(s)/Subject/Lesson: _____

Period Covered by this Evaluation: _____

Dates of Conferences: _____

Dates of Observations: _____

NARRATIVE COMMENTS: (attach additional sheets)

Instructions

1. Commendations and recommendations must include those relative to the California Standards for the Teaching profession (CSTP) Standards .
2. Comments pertaining to attainment of goals established during annual Planning and Goals Conference.
3. Areas that indicate unsatisfactory performance require narrative comments that must be specific in nature and recommend methods of improvement.

OVERALL EVALUATION RATING

Meets Standards

() Progressing Towards Standards

Needs Improvement— Rating based upon deficiency (i.e.) related to Standards

NOTE: A copy of this evaluation will be placed in your personnel file. If you disagree with the evaluation, you have the right to respond and your written response will be attached to your evaluation and placed in your personnel file.

My signature on this report does not necessarily signify agreement with this evaluation. My signature indicates that this report has been discussed with me in conference with the evaluator. I have been given the opportunity to attach comments regarding this evaluation.

Unit Member

Date

Administrator

Date

PERFORMANCE EVALUATION REPORT MUST BE ATTACHED TO THIS FORM.

Appendix H
PERFORMANCE EVALUATION REPORT

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Appendix I

HARMONY UNION SCHOOL DISTRICT GRIEVANCE FORM (CERTIFICATED)

Employee Name: _____

Date of act or omission giving rise to this grievance: _____

Specific section of Agreement violated: _____

Date of presentation of this form to immediate supervisor: _____

Grievance submitted by: Printed Name: _____

Grievance submitted by: Signature: _____

INFORMAL LEVEL

Date of private, informal conference with immediate supervisor:

FORMAL LEVEL – IMMEDIATE SUPERVISOR

LEVEL 1: Employee's statement of alleged grievance, the circumstances involved, the decisions rendered at the informal conference and the specific remedy sought.

Level 1: Response of immediate supervisor.

Supervisor Signature

Date copy returned to
grievant

Date copy forwarded
to Human Resources

Level 2: Superintendent

Grievant Signature
to

Date of appeal

Date copy forwarded
to
Human Resources

Level 2: Superintendent's response to appeal

Human Resources Administrator's Signature
to

Date of appeal receipt

Date copy returned
to
grievant

Level 3: Appeal to Appeal to the Board of Education

Grievant Signature

Date of appeal

Date copy forwarded to
Superintendent

Level 3: Board or designee's response to appeal.

Board or Designee Signature
to

Date of appeal receipt

Date copy returned
grievant

Level 4: Appeal to binding arbitration.

Grievant Signature

Date of appeal

Date copy forwarded to HUTA

President, HUTA Signature

Date of appeal

Date copy forwarded to file

Level 4: Final disposition of arbitration.

Superintendent or Designee Signature returned to

Date

Date copy grievant and HUTA