

COLLECTIVE BARGAINING AGREEMENT

Between

Hemet Unified School District

And

Hemet Teachers Association, CTA/NEA



July 1, 2009 through June 30, 2012

TABLE OF CONTENTS

ARTICLE 1: AGREEMENT.....	1
ARTICLE 2: RECOGNITION.....	2
ARTICLE 3: ORGANIZATIONAL SECURITY.....	2
ARTICLE 4: DISTRICT RIGHTS.....	5
ARTICLE 5: ASSOCIATION RIGHTS.....	6
ARTICLE 6: GRIEVANCES.....	8
ARTICLE 7: HOURS OF EMPLOYMENT.....	12
ARTICLE 8: HEALTH AND WELFARE BENEFITS.....	20
ARTICLE 9: SALARIES.....	23
ARTICLE 10: TRANSFER AND REASSIGNMENT OF PERSONNEL.....	34
ARTICLE 11: YEAR-ROUND EDUCATION.....	42
ARTICLE 12: LEAVES.....	43
ARTICLE 13: SAFETY CONDITIONS.....	53
ARTICLE 14: CLASS SIZE.....	56
ARTICLE 15: EMPLOYEE EVALUATION AND OBSERVATION PROCEDURES.....	57
ARTICLE 16: COMPLAINT PROCEDURE.....	62
ARTICLE 17: PEER ASSISTANCE AND REVIEW (PAR).....	64
ARTICLE 18: CERTIFICATED DISCIPLINE PROCEDURE.....	74
ARTICLE 19: CLASSROOM TEACHER INSTRUCTIONAL IMPROVEMENT PROGRAM.....	77
ARTICLE 20: LOTTERY REVENUE.....	80
ARTICLE 21: SAVINGS.....	80
ARTICLE 22: CONCERTED ACTIVITIES.....	80
ARTICLE 23: ABSENCE TO ATTEND MEETINGS.....	81
ARTICLE 24: EFFECT OF AGREEMENT; ENTIRE AGREEMENT.....	82
ARTICLE 25: NONDISCRIMINATION.....	83
ARTICLE 26: COMPLETION OF MEET AND NEGOTIATION.....	85

APPENDICES

Appendix A-1	87
Appendix B-1	88
Appendix B-2.....	89
Appendix C-1.....	90
Appendix C-2.....	91
Appendix C-3.....	92
Appendix C-4.....	93
Appendix C-5.....	94
Appendix D.....	95
Appendix E.....	96
Appendix F-1	98
Appendix F-2	100
Appendix G.....	102
Appendix H.....	103

1 **ARTICLE 1: AGREEMENT**

2 1.1 This is a bilateral and binding Agreement (“Agreement”) by and between
3 the Hemet Unified School District (“District”) and the Hemet Teachers
4 Association, CTA-NEA (“Association”), an employee organization. This
5 Agreement is entered into pursuant to Sections 3540-3549 of the
6 California Government Code.

7 1.2 This agreement is entered into on April 26, 2010, and shall be effective
8 from July 1, 2009, through June 30, 2012. The Association shall submit
9 its initial proposal to the District for a successor agreement prior to the
10 expiration of this Agreement.

11 1.3 The District and Association agree that it is to their mutual benefit and to
12 the benefit of the educational program and the pupils of the District to
13 encourage the resolution of differences through the meet and negotiation
14 process. Therefore, it is hereby agreed that the parties will support this
15 Agreement for its term.

16 1.4 Should the State Legislature broaden the scope of the Rodda Act by
17 expanding the existing provisions of or adding new provisions to
18 Government Code Section 3543.2, as to these new items, at any time that
19 this contract is reopened such items may be the subject of negotiations
20 upon demand of either party.

21 1.5 Negotiations as to the traditional and year-round calendar may be
22 conducted separately from the remaining provisions of this Agreement,
23 and shall be commenced no later than May 1, of each year of this
24 Agreement. The parties shall attempt to reach agreement by the end of
25 the school year for the traditional calendar and by February 1 for the
26 year-round calendar.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 1.6 The District will provide the Association with a final copy of the collective
2 bargaining agreement within 90 days of Governing Board approval.

3 **ARTICLE 2: RECOGNITION**

4 2.1 Pursuant to the requirements of Government Code Section 3544.1, the
5 District recognizes the Association as the exclusive representative for the
6 unit described as follows:

7 “All full-time and regular part-time certificated employees, in the Hemet
8 Unified School District, including temporary employees, Adult Education
9 teachers, and Helen Hunt Jackson independent study teachers, as per the
10 Memorandum of Understanding dated January 20, 1998. Excluded from
11 this unit are all certificated employees designated by the District as
12 management, supervisory and confidential, pre-school teachers and all
13 substitutes who work in the Hemet Unified School District.” Hourly home
14 and hospital teachers who are not regularly contracted unit members
15 shall be included in the bargaining unit for purposes of the hourly rate
16 specified in Appendix C, but shall not be entitled to any other benefits
17 provided in Article 8 and Article 12. Helen Hunt Jackson independent
18 study teachers who work 35 or more hours per week shall be considered
19 regular certificated employees and shall be entitled to all rights and
20 benefits granted to them under the Agreement. Helen Hunt Jackson
21 independent study teachers who work less than 35 hours per week shall
22 not be entitled to such rights, and benefits, including but not limited to
23 hours of employment, health and welfare benefits, salaries, transfers and
24 reassignment of personnel, and leaves of absence.

25 **ARTICLE 3: ORGANIZATIONAL SECURITY**

26 3.1 Any employee in the bargaining unit who is a member of the Association,
27 or who has applied for membership, may sign and deliver to the District a

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 written statement authorizing deduction of membership dues, initiation
2 fees, and general assessments of the Association. Pursuant to such
3 authorization, the District shall deduct one-tenth (1/10) of such dues from
4 the regular salary check of a member each month for ten (10) months for
5 employees on a ten (10) month pay schedule, or deduct one-twelfth (1/12)
6 of such dues from the regular salary check each month for twelve (12)
7 months for employees on a twelve (12) month pay schedule. Deductions
8 for members who sign such an authorization after the commencement of
9 the school year shall be appropriately prorated to complete payments by
10 the end of the school year. The District shall not be obligated to put into
11 effect any new or changed deduction until the pay period which
12 commences thirty (30) days or more after such submission.

13 3.2 Effective with the ratification of this agreement, any employee in the
14 bargaining unit who is not a member of the Association, or who does not
15 make application for membership within thirty (30) days from the date of
16 commencement of assigned duties within the bargaining unit, shall
17 become a member of the Association or pay to the Association a service fee
18 in an amount not to exceed membership dues, initiation fees, and general
19 assessments. This service fee shall be payable to the Association in one
20 lump sum cash payment in the same manner as required for the payment
21 of membership dues, provided, however, that the employee may authorize
22 payroll deduction for such fee in the same manner as provided in 3.1 of
23 this Article. In the event that an employee shall not pay such fee directly
24 to the Association, or authorize payment through payroll deduction as
25 provided in 3.1, the Association shall so inform the District, and the
26 District shall immediately begin automatic payroll deduction as provided
27 in Education Code 45061 and in the manner as set forth in 3.1.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 3.2.1 Each employee in the bargaining unit who was a member of the
2 Association on March 27, 1996, and each employee in the
3 bargaining unit who becomes a member after that date shall,
4 maintain her/his membership in the Association or alternatively
5 pay a service fee as provided in 3.1.

6 3.3 The provisions of paragraphs 3.2 and 3.2.1 herein above, do not apply to
7 any employee who has a religious belief as defined by Section 3546.3 of
8 the Government Code, which does not permit joining or otherwise
9 supporting an employee organization. In such case, the employee shall
10 pay to the United Way or a qualified scholarship fund approved by the
11 District, an amount not to exceed the service fee, as defined in 3.2, as a
12 condition of continued employment. An employee claiming an exemption
13 from the service fee required hereunder shall provide a statement to the
14 Association setting forth the reasons upon which the exemption is taken.

15 3.3.1 Proof of such payment may be required in accordance with the
16 provisions of Section 3546.3 of the Government Code.

17 3.4 With respect to all sums deducted by the District, the District will remit
18 such monies to the Association accompanied by an alphabetical list of
19 employees from whom such deductions have been made. The list shall
20 designate those individuals paying Association dues and those individuals
21 paying service fees.

22 3.5 The Association agrees to furnish any information needed by the District
23 to fulfill the provisions of this Article, and agrees to provide notice to all
24 service fee payers of their legal rights and obligations as required by
25 applicable law.

26 3.6 Disputes involving this Article shall be settled between the Association
27 and the employee and shall not be subject to the grievance procedure.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 3.7 The Association shall indemnify and reimburse the District for attorney's
2 fees, all costs, expenses, fees, and judgments incurred by the District and,
3 further, shall fully indemnify the District against any and all lawsuits or
4 other legal proceedings which may be brought against the Board or
5 District personnel challenging the legality or constitutionality of the
6 organizational security provisions of this Agreement or their
7 implementation or administration.

8 **ARTICLE 4: DISTRICT RIGHTS**

9 4.1 It is agreed that the District retains all of its powers of direction,
10 management and control provided by law. Included in these District
11 powers provided by law and consistent with this Agreement are the
12 exclusive rights to:

13 4.1.1 Determine its organization.

14 4.1.2 Direct the work of its employees.

15 4.1.3 Determine the hours of District operations.

16 4.1.4 Determine the kinds and levels of services to be provided, as well
17 as the methods and means of providing them.

18 4.1.5 Establish its educational policies, goals and objectives.

19 4.1.6 Insure the rights and educational opportunities of students.

20 4.1.7 Determine staffing patterns.

21 4.1.8 Determine the number and kinds of personnel required.

22 4.1.9 Maintain the efficiency of District operations.

23 4.1.10 Determine District curriculum.

24 4.1.11 Design, build, move or modify facilities.

25 4.1.12 Establish budget procedures and determine budgetary allocation.

26 4.1.13 Determine the methods of raising revenue.

27 4.1.14 Take reasonable action on any matter in the event of emergency.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 4.1.15 Contract out work.

2 In addition, the Governing Board retains the right to hire,
3 classify, assign, evaluate, promote, demote, terminate, and
4 discipline employees under provisions of the Education Code.

5 This recital in no way limits other District powers as granted by
6 law.

7 4.2 The exercise of the foregoing powers, rights, authority, duties and
8 responsibilities by the District, the adoption of policies, rules, regulations
9 and practices in furtherance thereof, and the use of judgment and
10 discretion in connection therewith, shall be limited only by the specific
11 and express terms of this Agreement, and then only to the extent such
12 specific and express terms conform with law.

13 4.3 The District retains its right to amend, modify or rescind policies and
14 practices referred to in this Agreement as required in cases of emergency.
15 The determination of whether or not an emergency exists is solely within
16 the discretion of the Board. However, prior to any declaration of
17 emergency, the District shall consult with the Association President or
18 designee. Emergencies shall not be declared capriciously, arbitrarily or in
19 retaliation for the exercise of employee rights.

20 **ARTICLE 5: ASSOCIATION RIGHTS**

21 5.1 The Association and its members shall have the right to make use of
22 school equipment, buildings and facilities for Association related matters.
23 Such equipment shall include typewriters, mimeographing machines,
24 other duplicating equipment, calculating machines, and all types of
25 audiovisual equipment. Such use shall be for Association business and
26 subject to reasonable regulation by the District.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 5.2 The Association shall have the right to post notices of activities and
2 matters of Association concern on Association bulletin boards, at least one
3 of which shall be provided in each school building in areas frequented by
4 teachers. The Association may use the District mail service and teacher
5 mailboxes for communications to teachers. The Association will pay the
6 costs of bulletin boards and the installation of same. Provisions will be
7 made for any Association announcements during faculty meetings.

8 5.3 Authorized representatives of the Association shall be permitted to
9 transact official Association business on school property subject to
10 reasonable regulation by the building administrator so long as said
11 activity does not interfere with the education process.

12 5.4 One copy of a listing of names, and if available, addresses and telephone
13 numbers, and school sites of all unit members shall be provided at District
14 expense to the Association by November 1 of each year.

15 5.5 The District will maintain its practice of providing the Association with
16 District Governing Board meeting agendas, including all non-confidential
17 support materials to each building site and to the Association President.

18 **5.6 District and Association Meetings on Wednesdays.**

19 5.6.1 District and Association meetings on Wednesdays shall be
20 scheduled as follows:

21 5.6.1.1 Second and third Wednesdays of every month will be set
22 aside for Association meetings as required by the Hemet
23 Teachers Association.

24 5.6.1.2 First and fourth Wednesdays of every month will be
25 available for site or District meetings.

26 5.6.1.3 Any fifth Wednesday in a month will be set aside for
27 Association meetings.

1 5.7 **President's Release:** The District and Association agree that the
2 Association President shall receive full release days (176) from his/her
3 assignment. (This number of days will always equal the number of teacher
4 contract days.)

5 5.7.1 The parties agree that effective July 1, 2005, the elected President
6 of the Hemet Teachers Association will be fully released. The
7 District shall pay half of the salary at Column D, Step 1 on the
8 certificated bargaining unit salary schedule. The Association shall
9 pay the other half of the aforementioned salary. The District shall
10 pay for all health and welfare costs up to the cap for the President,
11 as well as all statutory benefits that are paid by the District on
12 behalf of all other certificated bargaining unit members.

13 5.7.2 It is understood that the Association President shall have access to
14 all District sites. The Association President shall have the right to
15 return to the site and assignment from which he/she was assigned
16 previous to release up to a maximum of four (4) consecutive years.
17 There shall be no loss of seniority, salary, or benefits.

18 **ARTICLE 6: GRIEVANCES**

19 6.1 **Definition.** A "grievance" is an allegation by a grievant that there has
20 been a violation, misapplication or misinterpretation of a provision of this
21 Agreement. A grievant may be a unit member or the Association.

22 6.1.1 For purposes of this Article a "day" is any day that is a regular
23 certificated employee workday. If the grievant requests in
24 writing, a "day" would be any day on which the District
25 Administration Office is open for regular business.

26 6.2 **Purpose.** The purpose of this procedure is to secure, at the lowest
27 possible administrative level, a resolution of the grievance.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 6.2.1 Nothing herein limits the right of an employee having a grievance
2 to discuss the matter informally with an appropriate member of
3 the District administration and to have a grievance adjusted
4 without intervention or representation by the Association,
5 provided that such adjustment is consistent with the terms of this
6 Agreement.

7 6.2.2 Any change in grievance forms will be developed jointly by the
8 District and the Association.

9 6.3 **Time.** Since it is important that a grievance be resolved as rapidly as
10 possible, the time limits specified in this Article shall be considered
11 maximums. Failure of the grievant to act within these time limits bars
12 further appeal. Failure of the District to give a decision within these time
13 limits permits the grievant to proceed to the next step.

14 6.4 **Representation.** An employee with a grievance may represent
15 her/himself through Level III of her/his grievance procedure, or at the
16 employee's sole option, may choose to be represented by the Association.
17 If the grievant is not represented by the Association, the District will give
18 the Association notification of the proposed resolution. Any response
19 thereto must be made by the Association within ten (10) days of receipt of
20 such notification.

21 6.5 **Release Time.** Hearings and conferences under this procedure shall be
22 conducted at a time and place which will afford an opportunity for all
23 persons entitled to be present to that end and will be held, insofar as
24 possible, after the regular hours of instruction or during the non-teaching
25 time of personnel involved. When such hearings and conferences are held
26 at the request of the District during the regular workday, all employees
27 whose presence is required shall be released without loss of pay for those

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 hours they are required to attend such hearing or conference. This
2 provision shall apply only to the grievant, and to her/his representative if
3 that representative is an employee. Only one representative per
4 grievance will be released by the District without loss of pay.

5 6.6 **Level I.** Prior to the filing of a written grievance, an employee shall
6 attempt to resolve the matter by meeting with the immediate supervisor.
7 If the grievant feels that the immediate supervisor is not an appropriate
8 person with whom to discuss the matter, the grievant may confer with the
9 Personnel Administrator, who may designate the appropriate
10 administrator for the purpose of the Level I conference.

11 6.7 **Level II.** If the grievance is not satisfactorily resolved at Level I, a
12 written grievance must be delivered to the employee's immediate
13 supervisor or appropriate administrator within twenty (20) days of the
14 purported incident. The written grievance shall be set forth in a clear,
15 concise manner, and shall deal with the specifics of the purported
16 violation of this Agreement, including the factual circumstance
17 surrounding the purported violation. The written grievance shall set forth
18 the previous decision, if any, by the immediate supervisor or appropriate
19 administrator at Level I.

20 6.7.1 Within ten (10) days of receipt of the grievance, the grievant and
21 the supervisor shall meet to discuss the grievance and attempt to
22 arrive at a mutually satisfactory solution. Within ten (10) days of
23 this meeting, the supervisor shall respond in writing to the
24 grievant with a copy to the Association President.

25 6.8 **Level III.** An employee not satisfied with the Level II decision may
26 within ten (10) days of receipt of the written response submit a written
27 appeal to the Superintendent or designee.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 6.8.1 The written statement of appeal shall contain a clear, concise
2 statement of the reasons for appeal to the Superintendent or
3 designee, a copy of the original grievance, and a copy of the Level
4 II decision.

5 6.8.2 Within ten (10) days of receipt of the grievance, the grievant and
6 the Superintendent or designee shall meet to discuss the
7 grievance and attempt to arrive at a mutually satisfactory
8 solution. Within ten (10) days of this meeting, the
9 Superintendent or designee shall respond in writing to the
10 grievant with a copy to the Association President.

11 6.9 **Level IV.** An employee not satisfied with the Level III decision may
12 within ten (10) days of the receipt of the written response request the
13 Association to submit the grievance to arbitration. If the Association
14 decides to submit the grievance to arbitration, it may within ten (10) days
15 of receipt of the request from the grievant, give written notice to the
16 Superintendent of its intent to submit the grievance to arbitration. If any
17 question arises as to the arbitrability of the grievance, such question will
18 be ruled upon first by the arbitrator.

19 6.9.1 Within ten (10) days after receipt by the District of the written
20 notice of intent to arbitrate, the Superintendent or designee and
21 the Association will attempt to agree on a mutually acceptable
22 arbitrator and to obtain a commitment from the arbitrator to
23 serve. If the parties are unable to agree, a request for a list of
24 seven arbitrators may be made to the American Arbitration
25 Association by either party. The parties will then be bound by the
26 rules and procedures of the American Arbitration Association in
27 the selection of an arbitrator, and that arbitrator shall proceed

1 under the Voluntary Labor Arbitration Rules of the American
2 Arbitration Association.

3 6.9.2 The arbitrator's decision will be in writing and will set forth
4 findings of fact, reasoning and conclusions on the issues
5 submitted. The arbitrator, in rendering her or his opinion, shall
6 not amend, modify, nullify, ignore, or add to the provisions of this
7 Agreement. The arbitrator's authority shall be limited to deciding
8 only the issue or issues presented in writing by the District and
9 the grievant or the grievant's representative. The arbitrator's
10 decision shall be based upon the arbitrator's interpretation of the
11 meaning or application of the language of this Agreement. The
12 decision of the arbitrator will be final and binding and will be
13 submitted to the District and the Association.

14 6.9.3 The costs of the compensation to the arbitrator and the
15 reimbursement of the arbitrator's travel and subsistence
16 expenses, as well as the cost of a hearing room, will be borne
17 equally by the District and the Association. All other costs will be
18 borne by the party incurring the costs.

19 **ARTICLE 7: HOURS OF EMPLOYMENT**

20 7.1 **Classroom Teachers.**

21 7.1.1 **Work Year.** The work year shall be as provided for on the school
22 calendar, and shall not exceed 176 days.

23 7.1.2 **Work Week.** The regular work week shall be Monday through
24 Friday except as such a week might be changed by national, state,
25 or local holidays, or the school calendar.

26 7.1.3 **Work Day.** Employees shall be on the work site prior to the
27 beginning of the student's regular school day in accordance with

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 the before school duty schedule in effect at the site to which the
2 employee is assigned, and shall remain on the worksite after the
3 students' regular school day ends in accordance with the after
4 school duty schedule in effect at said site and in keeping with the
5 district-wide duty day. If program assignments are such that
6 different employee assignments require different daily beginning
7 and ending times, these times will be determined by the District,
8 however each such assignment shall be in compliance with 7.1.4
9 below.

10 7.1.4 In accordance with past practices, it is recognized that the total
11 amount of time regularly required to be spent at a school site by
12 employees may vary, due to differences in assignment, extended
13 day schedules, conferences and for other reasons. Duty time will
14 be no fewer minutes than the classroom teacher duty day unless
15 mutually determined and agreed upon between the employee and
16 the principal.

17 7.1.5 **Lunch.** All employees shall be entitled to one, duty free,
18 uninterrupted lunch period per day of no less than thirty (30)
19 minutes in length.

20 7.1.6 **Duty Minutes.** All certificated employees will have the same
21 length of regular duty day exclusive of the lunch period as set
22 forth below:

		<u>Minutes</u>
23		
24	Kindergarten	Instructional 200
25		Prep 55
26		K-Instructional Assistance 40
27		Before/After K Lunch <u>84</u>

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
 July 1, 2009 to June 30, 2012

1		TOTAL	379
2	1-3	Instructional Time/Prep	303
3	[Elementary]	Recess	36
4		Before/After	40
5		TOTAL	379
6	4-8	Instructional Time/Prep	314
7	[Elementary]	Recess	25
8		Before/After	40
9		TOTAL	379
10	6-8	Instructional Time	324
11	[Middle School]	Passing/Before/After	55
12		TOTAL	379
13	9-12	Instructional Time	324
14	[Secondary]	Passing	40
15		Before/After	15
16		TOTAL	379
17	7.1.6.1 Elementary teachers, including grades 1-8 in K-8 schools,		
18	shall be assigned by the site administrator no more than		
19	ninety (90) minutes per week of student supervision duty		
20	to be performed at recess and/or before or after school.		
21	Middle School teachers in sixth (6 th) through eighth (8 th)		
22	grade middle schools shall be assigned by the site		
23	administrator no more than five hundred (500) minutes		
24	per year of student supervision before or after school.		
25	7.1.6.2 Elementary teachers, including grades 1-8, shall have a		
26	total of 170 minutes of preparation periods per week,		
27	including one period of at least 50 minutes unless		

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 teachers in grades 6-8 are assigned to a middle school
2 schedule as indicated above. All such preparation periods
3 shall be provided in blocks of at least 30 minutes per
4 period.

5 7.1.6.3 Elementary planning time teachers (grades 1-8) in K-8
6 schools shall receive planning time as follows:

7 a. Elementary planning time teachers who work the
8 majority of their time under an elementary schedule shall
9 receive planning time in the same manner as elementary
10 teachers at the same site.

11 b. Elementary planning time teachers who work the
12 majority of their time under a middle school schedule
13 shall receive planning time in the same manner as middle
14 school teachers at the same site.

15 7.1.6.4 The duty minutes described above will not be applicable
16 on field trip days, where hours may be modified to comply
17 with required supervisory times. Elementary specialists,
18 such as itinerant music, physical education, etc., teachers
19 shall be on the 4-8 schedule.

20 7.1.7 **Waivers.** Full-time employees may request the building principal
21 to waive after school duty time for the following reasons: medical
22 and dental appointments, college classes, attendance at District-
23 sponsored activities, attendance at Association meetings and
24 necessary personal business. If there is no interference with
25 assigned duties, principals will waive after school duty time for
26 Association meetings.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

- 1 7.2 The hours of work of full-time employees whose assignment hours differ
2 from the students' regular school day, including but not limited to speech
3 therapist, counselors, psychologists, nurses and librarians shall be as
4 required under Section 7.1.4.
- 5 7.3 The hours of work of full-time employees who are required to be on duty
6 when students are not present or when students are present for only a
7 part of the regular school day, shall be required under Section 7.1.4.
- 8 7.4 The hours of work of regular part-time employees covered by the
9 Agreement shall be prorated to that of full-time employees.
- 10 7.5 In accordance with past practices, District employees covered by this
11 Agreement shall be present at the discretion of management to render
12 professional service, including but not limited to, faculty meetings, parent
13 conferences, open house activities, teacher-parent meetings, and
14 supervision of student activities.
- 15 7.5.1 In addition to the activities and duties described in Section 7.5,
16 the District may require employees covered by this Agreement to
17 attend one (1) site-based staff development meeting each month.
18 Such meetings shall last no longer than one (1) hour.
- 19 7.5.2 The District, site, and Association representatives will meet and
20 confer regarding the site improvement plan for those schools that
21 are part of the State Intervention/Underperforming Schools
22 Program.
- 23 7.6 Full-time secondary school teachers shall be provided with a daily
24 preparation period to further the instructional program. This is not a free
25 period, but a period for student conferences, class preparation and other
26 assigned responsibilities.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 7.7 Full-time elementary school teachers shall be provided with preparation
2 periods as set forth in 7.1.6, above, to further the instructional program.
3 These are not free periods, but periods for conferences regarding students,
4 observations and class preparation. This period will not be used for
5 inservice meetings, faculty meetings, or meetings concerning State
6 mandated programs. The principal and staff of each elementary school
7 will meet at the beginning of each school year to collaboratively develop a
8 plan for the delivery of preparation time during the parent conference
9 weeks. Contractual preparation time minute requirements may be
10 modified to fit the parent conference week plan developed by the principal
11 and staff in order to equalize preparation time. Each school could have
12 different solutions which shall not be precedential for either the school or
13 other schools. If agreement cannot be reached between the staff and the
14 principal, the matter will be referred to a joint HTA/District collaborative
15 committee. This will not result in additional general fund cost. The goal
16 is to equalize the preparation time during the two conference weeks for
17 those teachers who provide parent conferences.

18 **7.8 Adult Education Teachers.**

19 7.8.1 **Employee Work hours.** The lengths of the work year, work
20 week, and work day as well as the number of employees in Adult
21 Education are dependent upon fluctuations in average daily
22 attendance, categorical funding changes, and community needs.
23 The District reserves the right to add to, reduce, or eliminate the
24 work hours of any employee in Adult Education based upon such
25 fluctuations.

1 **7.12 Secondary School Teachers.**

2 **7.12.1 Grade Submission.** School administration will not require grades
3 be submitted before the completion of the third school day following the
4 end of the grading period unless there is an emergency.

5 **7.12.2 Parent/Teacher Programs.** In the event any parent/teacher
6 program is scheduled in excess of two (2) per school year, provision will be
7 made for a shortened day for the teaching staff so they may return for the
8 evening program.

9 **7.13 Shared Certificated Contracts.**

10 **7.13.1** Only elementary teachers will be considered for a shared teaching
11 assignment. Secondary teachers may apply for partial
12 assignments.

13 **7.13.2** “Shared Assignment/Contract” will be defined as splitting
14 (sharing) a duty day or a duty week. (Sharing on a semester basis
15 will be handled through a leave of absence procedure.)

16 **7.13.3** A teacher who is interested in a shared teaching assignment shall
17 be responsible for identifying another teacher who would be
18 interested in sharing a contract. The District shall not be
19 required to locate a partner for an interested teacher.

20 **7.13.4** The two teachers interested in sharing an assignment must
21 develop an instructional plan to be presented to the site and
22 district-level administration for approval.

23 **7.13.5** Following approval at site level, the principal will forward the
24 request to his/her supervisor for district-level review, and
25 recommendation to the Governing Board.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 7.13.6 Both teachers involved in a shared assignment will be responsible
2 for attending such activities as staff meetings, parent conferences,
3 open houses, etc.

4 7.13.7 Salary and fringe benefits will be prorated according to the
5 percentage basis of the shared contract.

6 **ARTICLE 8: HEALTH AND WELFARE BENEFITS**

7 8.1 The District will assume the costs of the Health and Welfare Benefit Plan
8 agreed to by the District and the Association for each full-time employee
9 covered by this agreement. The District will contribute a pro-rata amount
10 for part-time salaried employees covered by this agreement. Part-time
11 salaried employees who desire to participate in the District's health and
12 welfare benefit program shall pay the difference between the District's
13 pro-rata contribution and the total cost of the plan on a monthly basis
14 through employee payroll deductions.

15 8.1.1 The following health and welfare benefit plans shall remain in
16 effect during the duration of this agreement: medical –
17 Foundation Plan or Kaiser Medical; prescription drug – PCS;
18 dental – Delta Dental; vision – Vision Service Plan – Value Plan;
19 and life - \$50,000.00.

20 8.1.2 Effective January 26, 2005, the employer maximum contribution
21 for health benefits (the cap) shall increase to \$8,033. The monthly
22 deductions shall be reduced by sixty dollars (\$60) per month for
23 the five-month period ending June 30, 2005. In exchange for
24 raising the employer maximum contribution for health and
25 welfare benefits (cap) for the 2004-05 and 2005-06 school year, the
26 certificated bargaining unit agrees to the following health and
27 welfare plan modifications effective January 1, 2005:

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

	Change
EPO Deductible per office visit	from \$10 to \$20
Out of Pocket Maximum per person	from \$1200 to \$2500
Maximum Family Deductible	from \$500 to \$750
Individual Deductible	from \$200 to \$300
Prescription Drugs	from 5/10/16 to 10/15/21

This savings will result in an additional \$50 reduction in each certificated bargaining unit member's tenthly payroll deduction for benefits starting in February 2005. February deductions will be made with the March check.

Effective July 1, 2005, the employer maximum contribution for health and welfare benefits (the cap) shall increase to \$8,333 for each full-time certificated bargaining unit member. By "effective cost of living adjustment", the parties agree that it is calculated by computing the difference of Hemet Unified School District's base revenue limit of 2004-05 per A.D.A. from its base revenue limit of 2005-06 per A.D.A.

Should the District have reductions in other unrestricted general fund monies in 2005-06 as compared to 2004-05, including but not limited to increases in District contributions to the State Teachers Retirement System (S.T.R.S.), the parties agree that "effective cost of living" adjustment will be reduced by the combined total of these reductions. In the event a dispute arises between the parties as to what the "effective cost of living" adjustment will be once the California State budget is approved, the parties agree that the salary and health and welfare benefits agreement for

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 2005-06 is null and void. The parties then agree to return to the
2 bargaining table to negotiate salary and health and welfare
3 benefits for 2005-06.

4 8.1.3 An insurance committee with District and Association
5 representatives shall be established for the purpose of reviewing
6 the existing health and welfare benefit package and
7 recommending ways to contain costs to the plan. This committee
8 will be chaired by the Assistant Superintendent, Business
9 Services.

10 8.1.4 Spouses employed by the District, shall receive 100% fringe
11 benefit coverage with no deductible and no co-pay.

12 8.2 Unit members electing early retirement will be eligible to receive
13 \$3,000.00 credit (effective July 1, 2005, the amount will increase to
14 \$3,300.00 credit) toward the purchase of medical insurance provided to
15 certificated bargaining unit members under the following conditions:

16 8.2.1 Retirement must occur before the age of 65;

17 8.2.2 The unit member must be on the maximum step of the salary
18 column to which they are assigned or any placement in column F;

19 8.2.3 Be at least the age of 55 with 10 years of service with the District
20 or at least 50 years of age with 15 years of service with the
21 District;

22 8.2.4 The District's contribution will continue for 10 years or until the
23 participant reaches the age of 65, whichever comes first.

24 8.3 An IRC 125 plan shall be established and made available to unit members
25 for co-pay expenses and employee contribution toward health and welfare
26 insurance benefit premiums.

1 **ARTICLE 9: SALARIES**

2 9.1 Salary schedules for employees covered by this agreement are set forth in
3 the Appendices attached hereto and incorporated herein by this reference.

4 9.1.1 Effective July 1, 2007, certificated bargaining unit members'
5 salary schedules shall be increased by the effective cost of living
6 adjustment (C.O.L.A.) approved by the State Legislature and
7 signed by the Governor for the 2007-08 school year, 1% of that
8 effective "cost-of-living" increase shall be set aside for health and
9 welfare benefits. By "effective cost of living adjustment," the
10 parties agree that it is calculated by computing the difference of
11 Hemet Unified School District's base revenue limit of 2006-07 per
12 A.D.A. from its base revenue limit of 2007-08 per A.D.A. Should
13 the District have reductions in other unrestricted general fund
14 monies in 2007-08 as compared to 2006-07, including but not
15 limited to increases in District contributions to the State Teachers
16 Retirement Systems (S.T.R.S.), the parties agree that "effective
17 cost of living" adjustment will be reduced by the combined total of
18 these reductions. In the event a dispute arises between the parties
19 as to what the "effective cost of living" adjustment will be once the
20 California State budget is approved, the parties agree that the
21 salary and health and welfare benefits agreement for 2007-08 is
22 null and void. The parties then agree to return to the bargaining
23 table to negotiate salary and health and welfare benefits for
24 2007-08.

25 9.1.2 This section will sunset July 1, 2007. All teachers hired who have
26 an emergency, intern or pre-intern authorization or waiver shall
27 be placed in the new Column A of the restructured salary

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 schedule until they receive a regular preliminary or clear
2 credential. Teachers who were employed before ratification of this
3 Agreement who were in Column A of the old salary schedule shall
4 remain in new Column A until they receive a regular preliminary
5 or clear credential. Such teachers shall be moved on the salary
6 schedule when the Personnel Office receives a letter from the
7 college or university verifying that the teacher has completed all
8 of the requirements for the credential. The unit member shall be
9 placed on the appropriate step and column of the schedule
10 commensurate with years of service and training. That move
11 shall be effective with the date specified in the letter that the
12 teacher completed the requirements and shall not be subject to
13 the limitations of Section 9.3.2.2. Teachers who were employed
14 before November 21, 2000, who were in Columns B or higher of
15 the old salary schedule shall remain at the appropriate step in the
16 equivalent column of the restructured salary schedule and shall
17 be subject to the provision of Section 9.3.1.1.

18 **9.2 Recognition of Previous Experience.**

19 9.2.1 At the time of employment a certificated employee is placed on the
20 salary schedule according to evidence of experience and training
21 as submitted. Beginning with the 1992-93 school year, not more
22 than thirteen (13) years of previous teaching experience
23 (excluding service as a substitute), if such experience is in
24 California public schools or any other school system deemed to be
25 the equivalent thereof by the District is allowed at initial
26 placement on the schedule.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 9.2.1.1 Unit members hired prior to the 1992-93 school year who
2 did not receive full credit for prior teaching experience at
3 the time they were first employed in a regular assignment
4 because not all years were taught within a 16-year period
5 prior to their employment shall be given credit for those
6 years not credited because of this rule, up to a maximum
7 of 13 total beginning with the 1997-98 school year. This
8 provision does not establish a claim for back pay before
9 the 1997-98 school year and does not establish any
10 precedent or practice regarding similar issues that are
11 binding on the District.

12 9.2.2 Private School Experience. One year of credit for one year of
13 experience is allowed for teaching in a private school institution
14 approved by the District. In order to be counted, the service must
15 be full time, equal to at least 75% of the number of days in
16 instruction in the Hemet Unified School District and equivalent to
17 the assignment being offered. The prospective employee shall
18 contact his/her former employer to request that it provide the
19 District with satisfactory proof of employment, length of service
20 and the number of days each year for which he/she seeks credit.
21 This provision will become effective July 1, 2001.

22 9.2.3 Vocational Experience. Experience other than teaching may be
23 allowed at the discretion of the Personnel Administrator for
24 vocational teachers if the experience is related to the teaching
25 assignment. This experience must have been within the last ten
26 (10) years and is granted as one (1) year of credit for two (2) years
27 of experience.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 9.2.4 College Teaching Experience. If a prospective employee has
2 taught at a college or university and the District deems the prior
3 assignment to be equivalent to the assignment being offered, then
4 the District may credit the prospective employee with a year of
5 experience for salary placement purposes if the individual 1)
6 taught for seventy-five percent (75%) of the school year; 2)
7 possessed a valid California teaching credential or an out-of-state
8 credential deemed equivalent by the District; 3) was employed the
9 equivalent of a full-time position; and 4) submits proof
10 satisfactory to the District of items 1-3.

11 9.2.5 Year of Service Defined. For purposes of Section 9.2 generally for
12 service occurring before and including the 1983-84 school year, in
13 order for the service to be counted as one year, the employee must
14 have worked seventy-five percent (75%) of that school year or at
15 least 132 days (excluding service as a substitute). During and
16 after the 1984-85 school year, in order for the service to be
17 counted as one year, the employee must have worked seventy-five
18 percent (75%) of that school year or at least 135 days. Employees
19 working less than 75% but more than 50% of a school year shall
20 advance one step for each two years of such service. Leaves of
21 absence regardless of purpose, which were given by prior school
22 districts or service as a substitute shall not count toward
23 experience credit.

24 **9.3 Salary Schedule Advancement.**

25 9.3.1 Experience. Each certificated employee is allowed one experience
26 increment annually until the maximum on the individual's
27 classification is reached. An increment is given when the year's

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 service is completed. Up to the 1983-84 school year in order for
2 the service to count as one year, the employee must have worked
3 at least 132 instructional days during the school year. This
4 represents seventy-five percent (75%) of that school year. During
5 and after the 1984-85 school year, in order for the service to be
6 counted as one year, the employee must have worked 135
7 instructional days during the school year. This represents
8 seventy-five (75%) of that school year. Employees working less
9 than seventy-five percent (75%) but more than fifty percent (50%)
10 of a school year shall advance one (1) step for each two (2) years of
11 such service.

12 9.3.1.1 Notwithstanding Section 9.3.1, any unit member
13 employed before November 21, 2000, who was in Column
14 B or higher of the old salary schedule who has only an
15 emergency, intern or pre-intern authorization, or waiver
16 shall remain indefinitely on the step and/or original
17 placement of the restructured salary schedule until he or
18 she receives a regular preliminary or clear credential.
19 Such teachers shall be moved on the salary schedule
20 when the Personnel Office receives a letter from the
21 college or university verifying that the teacher has
22 completed all of the requirements for the credential. The
23 unit member shall be placed on the appropriate step and
24 column of the schedule commensurate with years of
25 service and training. That move shall be effective with
26 the date specified in the letter verifying that the teacher

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 completed the requirements and shall not be subject to
2 the limitations of Section 9.3.2.2.

3 9.3.2 Course Work. To qualify for advancement to a higher salary
4 classification, college work must be taken in an accredited
5 institution and must be awarded a grade of C or higher, or its
6 equivalent.

7 9.3.2.1 Course Work Approval. Requests for course work
8 approval shall be submitted to the site administrator
9 within five (5) years of course completion. Effective July 1,
10 2007, the five (5) year limit will be eliminated. Courses
11 shall be of upper division or graduate standing. A
12 maximum of eight (8) lower division semester credits will
13 be accepted. Employees may submit requests for
14 approval of entire programs (e.g., a masters program, or a
15 program for a particular credential), and have the
16 program approved in the same manner; however, such
17 requests must list and have approved each course in the
18 program. Any change or modification in the courses
19 submitted and approved must be submitted for approval.
20 The approvals shall be valid for up to five (5) years from
21 the date originally approved. Effective July 1, 2007, the
22 five (5) year limit will be eliminated.

23 9.3.2.2 Filing Credits. Personnel may advance to the higher
24 classification effective July 1, September 1, or February 1
25 of any school year, upon completion of the required course
26 work or staff development activities which were engaged
27 in outside the regular workday and the submission of the

1 proper paperwork verifying completion. (Official
2 transcripts are required for all course work including that
3 approved for Professional Growth Increment purposes.)
4 The proper paperwork must be filed by the first of July,
5 September or February to be reflected in the warrants for
6 that pay period. It is the responsibility of the employee to
7 submit the proper paperwork to the Personnel Office.

8 **9.4 Professional Growth Increments.**

9 9.4.1 Effective July 1, 2007, all certificated employees must qualify for
10 the final column of their salary schedule prior to earning units
11 towards the professional growth increments—steps 16, 18, 20, or
12 22 years.

13 9.4.2 If all course work and/or staff development activities have been
14 approved by the site administrator and verified for completion
15 within one year of course completion, certificated employees are
16 eligible for professional growth advancement on the salary
17 schedule to the next step (16, 18, 20 or 22 years) if they have
18 completed three (3) semester units or 45 hours of professional
19 staff development activities or a combination of the two and have
20 the appropriate number of years of comparable experience.
21 Effective July 1, 2007, the one (1) year limit will be eliminated.

22 9.4.3 Certificated employees may advance on the salary schedule if they
23 are eligible on the first day of the new contract year or on
24 February 1 of any school year. The first contract day for a teacher
25 on a year-round schedule is July 1. Retroactive credit will be
26 granted if course work has been completed and transcripts or
27 verification has been delayed.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 9.4.4 Certificated employees may “bank” semester units or staff
2 development hours of credit if they qualify for the final column of
3 their salary schedule. This means that the employee may
4 accumulate the units/staff development hours for future
5 advancement upon acquiring the necessary years of comparable
6 experience.

7 9.4.5 The site administrator may approve activities for professional
8 growth advancement on the salary schedule for certificated
9 employees as follows. Activities must:

10 9.4.5.1 Be directly related to the certificated employee’s
11 assignment, teaching methods, or credential areas. Trips
12 for which college credit is granted and/or specific
13 conference sessions may be approved if they meet these
14 guidelines. The auditing of college classes for purpose of
15 salary schedule advancement shall not satisfy the
16 requirements of professional advancement.

17 9.4.5.2 Be attended only outside of the employee’s regular
18 contracted workday hours or on weekends. Any
19 exceptions must be approved by the principal and the
20 personnel administrator and all costs are the
21 responsibility of the employee. (Note: Compensatory
22 time may not be used to participate in professional growth
23 activities.)

24 9.4.5.3 Include only the actual number of hours spent in that
25 activity, i.e., meal and travel time is excluded and may
26 not be counted toward the accumulated clock hours for
27 credit.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 9.4.6 Individual staff development activities for professional growth
2 advancement on the salary schedule will be limited to a maximum
3 of forty-five (45) clock hours per activity.

4 9.5 **Reemployment of Former Employees.** Former District employees
5 who were permanent employees and who are being reemployed receive all
6 rights, credits and responsibilities that they were entitled to at the time of
7 resignation, provided that they are reemployed within thirty-nine (39)
8 months from the time of separation.

9 9.6 **Contracts and Notice of Employment.** A contract will be issued upon
10 initial employment. In subsequent years personnel will receive a written
11 notice of employment prior to June 1.

12 9.7 Unit members assigned to the Helen Hunt Jackson site and who work
13 thirty-five (35) hours or more per week shall be placed on the regular (K-
14 12) teacher salary schedule in accordance with salary schedule placement
15 rules (Article 9). The effective date of this change shall be September 1,
16 1992.

17 9.8 **National Board for Professional Teaching Standards Certification**
18 **Stipend.** Employees who achieve the National Board for Professional
19 teaching standards Certification shall receive a stipend of \$750 annually.

20 9.9 **Payroll Statement/Stub.** To the extent of the current payroll system
21 capability, the District shall separate and define employees' extra pay
22 assignments on their payroll statements.

23 9.10 **Elementary Collateral Duty Positions.**

24 9.10.1 To be eligible for collateral duty positions, employees must
25 provide direct services to students above and beyond the regular
26 paid work day. Services may be performed before school, during
27 the teacher's lunch period, and/or after school.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 9.10.2 Examples of collateral duty positions may include, but not be
2 limited to, advisor/director/coordinator of after-school
3 recreation/sports, journalism, math club/math field day,
4 newspaper club, noon sports, outdoor education, science
5 club/science fair, spelling bee, student government, student
6 service patrol, student study team, and study skills club.

7 9.10.3 Employees will be encouraged to submit proposals for collateral
8 duty positions to the principal that would benefit students at the
9 local school site. The principal will select positions from the
10 proposed list in consultation with his/her staff.

11 9.10.4 The positions selected will be posted at the local school site for a
12 minimum of five (5) working days.

13 9.10.5 Employees may submit a letter of application to the principal for
14 specific positions and will be interviewed by the principal or
15 designee.

16 9.10.6 Employees may share/split positions subject to the approval of the
17 principal.

18 9.10.7 The stipend will be in accordance with Appendix C.

19 **9.11 Employment of Retired Teachers for Class Size Reduction Program.**

20 9.11.1 The purpose of this section is to address the employment of
21 retired teachers as a special class of temporary teachers to meet
22 the objectives of the Class Size Reduction Program (Education
23 Code Section 52120, et seq.).

24 9.11.2 The District may employ retired teachers as a special class of
25 temporary teachers in order to meet the objectives of the Class
26 Size Reduction Program, as authorized by Education Code Section
27 24216.5. As such, the provisions of Education Code Section 44931

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 shall not apply to these teachers' temporary employment with the
2 district.

3 9.11.3 In order to be eligible for this employment, the retired teacher
4 must have retired prior to January 1, 2000.

5 9.11.4 The employment of this special class of temporary teachers may
6 be terminated at the discretion of the Governing Board at any
7 time, and in any event no later than June 30, 2005, as required by
8 Education Code Section 24216.5

9 9.11.5 Persons employed as part of this special class of temporary
10 teachers will be paid \$40,000 per year of service, and on a pro-rata
11 basis for any portion thereof, and shall be entitled to the same
12 health and welfare benefits as regular certificated employees of
13 the district as provided in this Agreement. For persons who
14 retired from this District who are rehired pursuant to this
15 program, the District shall not be obligated to pay the \$3,000
16 (\$3,300 effective July 1, 2005) credit toward benefits provided in
17 Article 8.2 of this Agreement. Instead, the District shall provide
18 these temporary teachers with the same health and welfare
19 benefits as regular certificated employees of the District receive.
20 Upon termination of employment pursuant to this program, the
21 District shall resume paying the \$3,000 (\$3,300 effective July 1,
22 2005) credit toward benefits to the extent required by Section 8.2.

23 9.11.6 Retired teachers employed pursuant to this program shall be
24 required to have on file with the Riverside County Office of
25 Education a valid credential. This special class of temporary
26 teachers will be required to render services as certificated

1 employees as provided in the Offer and Acceptance of
2 Employment signed by each employee.

3 **ARTICLE 10: TRANSFER AND REASSIGNMENT OF PERSONNEL**

4 **10.1 Definitions:**

5 10.1.1 A **transfer** is a change of work location between schools or other
6 educational facilities.

7 10.1.2 A **voluntary transfer** is one in which the transfer proceedings are
8 initiated or agreed to by the unit member.

9 10.1.3 An **involuntary transfer** is one in which the transfer proceedings
10 are imposed upon the unit member.

11 10.1.4 A **reassignment** is a change in grade level assignment for grades
12 K-5 within the same school.

13 10.1.5 A **vacancy** is a bargaining unit position the District has decided to
14 fill through either transfer or the employment of a certificated employee.

15 10.1.6 **Seniority** for the purpose of this article, the term seniority shall be
16 defined as the first date of paid service as defined by the Educational Code
17 for lay off purposes. The District shall maintain a seniority list.

18 **10.2 Teacher Initiated Request.** To facilitate requests for transfer of
19 certificated personnel, a list of vacancies shall be maintained in the office
20 of the Personnel Administrator. The list of vacancies shall be kept as
21 current as possible at all times and it shall be available to all teachers.
22 This list will be posted on bulletin boards at each school during the
23 regular school year. During summer recess, notices of vacancies will be
24 posted at the District Office. Copies of all notices of vacancies for
25 certificated bargaining unit positions will be mailed to the Association at
26 the time they are posted. Except in emergency cases, the deadline for

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 responding to a notice of vacancy shall be at least five (5) days after the
2 notice is posted, and no vacancy shall be filled before this deadline.

3 10.2.1 Teachers' requests for transfer shall be made in writing to the
4 Personnel Administrator. Such requests shall be acknowledged in
5 writing.

6 10.2.2 Teachers' requests for transfer to vacant positions shall be given
7 careful consideration, and when qualifications are substantially
8 equal and in the best interests of the District, employees shall be
9 given preference in placement in such positions over persons not
10 currently employed in the District. Seniority shall be one of the
11 determining factors in granting transfers and reassignments.
12 Changes in assignment caused by voluntary transfers will occur
13 either at semester break or prior to the beginning of the
14 instructional year for secondary teachers or at trimester break or
15 prior to the beginning of the instructional year for elementary
16 teachers. At the District's discretion, voluntary transfers may
17 occur at other times during the year.

18 10.2.3 A teacher who requests a transfer and is qualified for the position
19 shall be granted an interview with the principal of the school
20 where the vacancy exists or with an appropriate administrator. A
21 teacher shall be notified verbally or in writing of the decision to
22 grant or deny a request within ten (10) days of the decision. If the
23 decision is unsatisfactory to the teacher, a conference with the
24 principal and the Personnel Administrator may be held if the
25 teacher so requests. If a teacher initiated transfer request is
26 denied, the employee shall be provided with specific reasons for

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 the denial within ten (10) days by the appropriate administrator
2 upon the teacher's request.

3 10.2.4 Transfer requests shall remain in effect for the school year in
4 which they are made unless the teacher provides written
5 notification to the Personnel Administrator that she/he no longer
6 wants to be considered for transfer. All transfer requests will
7 expire the day before the first instructional day of the new school
8 year.

9 10.3 **Involuntary Transfer.** Involuntary transfer shall be preceded by a
10 meeting between the teacher and the appropriate administrator, at which
11 time the teacher shall be notified of the reasons for the transfer and
12 efforts will be made to reach agreement with the change. If the teacher
13 requests, the reasons for transfer shall be provided in writing.

14 10.3.1 When a teacher has been transferred involuntarily, consideration
15 will be given to a future request for voluntary transfer.

16 10.3.2 Should a transfer be made during the summer recess, the
17 Personnel Administrator or designee will arrange to meet with
18 the teacher to be transferred. If practical, the appropriate
19 administrators will be present at this meeting. If the teacher is
20 out of the District and the District makes a reasonable attempt
21 but cannot set such a meeting before the transfer is to occur, a
22 written notice of transfer will be mailed to the teacher. A
23 subsequent meeting regarding reasons for the transfer will be
24 held within five (5) days of a teacher request for such a meeting.
25 Said reasons shall be put in writing if the teacher so requests.

26 10.3.3 Involuntary transfers shall not be punitive or disciplinary in
27 nature but shall be based exclusively on legitimate educationally

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 related needs of the District as determined by the Superintendent
2 or designee and approved by the teacher's site principal.

3 Employees shall receive five (5) days notice of an involuntary
4 transfer, prior to its taking effect unless waived by the employee.
5 This notice provision shall not apply for the first three (3) weeks
6 of each semester. Upon request, reasonable custodial assistance
7 in moving school materials will be provided. Except in instances
8 where an insufficient number of students requires a decrease in
9 number of teachers at a school, an involuntary transfer will take
10 effect at semester break or prior to the school year for secondary
11 teachers and at trimester break or prior to the school year for
12 elementary teachers. Every effort will be made to inform a
13 teacher of an involuntary transfer before the end of the school
14 year. If a teacher is notified after the end of the school year of the
15 involuntary transfer, the District will provide the employee with
16 the reasons for the timing of the transfer.

17 10.3.4 Prior to any involuntary transfer occurring volunteers shall be
18 sought. A unit member involuntarily transferred on account of
19 staff reductions at her/his assigned school, shall be afforded
20 preferential transfer rights back to her/his previous assignment
21 over any other interested applicant if a position becomes vacant
22 during the next three (3) semesters or YRE equivalent. Under
23 these circumstances, the criteria set out in Section 10.2.2 and
24 Section 10.7.3 shall not apply.

25 10.3.4.1 Should a part-time position become vacant at a school site
26 that has experienced staff reductions, the Principal shall
27 have the discretion to determine whether to treat the

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 position as a part-time vacancy or to make available to
2 unit members at the school a “one-sixth” assignment.

3 10.3.5 The filing of a grievance concerning involuntary transfer will not
4 prevent the transfer from going into effect. Should the resolution
5 of the grievance result in a reversal of the transfer, the employee
6 shall return to previous status.

7 10.3.6 Compensation for Involuntary Transfers. Commencing in the
8 1984-85 school year, any teachers involuntarily transferred to and
9 serving in an outlying school or commencing in 1985-86, who are
10 involuntarily transferred from an outlying school and live either
11 in the student attendance area of that school or a greater distance
12 from the District Office, including any listed or any new school
13 constructed in a similarly isolated area, shall receive an isolation
14 factor stipend in the amount set forth for the first year of such
15 assignment which shall be reduced by one-third for the second
16 and one-third for the third year then discontinued. (See Appendix
17 C – Item V)

18 10.3.7 If a unit member is involuntarily transferred at anytime during
19 the school year, the unit member shall be allowed two (2) days
20 release time to set up the new class, observe other comparable
21 programs, and gather necessary materials. A third day may be
22 granted by the Principal as deemed necessary. No employee shall
23 be transferred with fewer than three (3) days notice prior to
24 beginning the new assignment.

25 10.4 **Involuntary Reassignments.** Except in emergencies, involuntary
26 reassignments shall be preceded by a meeting between the teacher and
27 principal, at which time the teacher shall be notified of the reasons for the

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 reassignment. If the teacher so requests, a second meeting will be held
2 between the teacher, the principal and the Personnel Administrator or
3 designee, to discuss the reasons for the reassignment. Following this
4 second meeting, the reasons for the reassignment will be put in writing
5 and provided to the teacher if the teacher so requests. Nothing herein
6 shall preclude the reassignment from becoming effective at such time as is
7 determined to be necessary by the District.

8 10.4.1 Involuntary Reassignment for K-5 employees. If a unit member is
9 reassigned at anytime during the school year, the unit member shall be
10 allowed two (2) days release time to set up the new class, observe other
11 comparable programs, and gather necessary materials. A third day may
12 be granted by the Principal as deemed necessary. No employee shall be
13 reassigned with fewer than three (3) days notice prior to beginning the
14 new assignment.

15 10.5 **Voluntary Reassignments.** Prior to making any reassignments,
16 volunteers will be sought from within the school and shall be considered
17 first. The District will make information about open assignments
18 available to on-site personnel.

19 10.6 **Extra Duty Position.** A list of all extra duty assignments shall be
20 posted at least annually with notice that applications for such positions
21 (whether vacant or not) may be placed on file with the District.

22 10.6.1 Posting of extra duty assignments shall occur in the late Spring of
23 each school year. Any newly created extra duty positions shall be
24 posted when created, together with notice that applications may
25 be forwarded to the appropriate administrator. All posting for
26 extra duty positions shall be done in accordance with Section 10.2.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 10.6.2 All postings shall specify the length and time frame for the extra
2 duty assignment.

3 10.6.3 Interviews will be held in the event there is more than one
4 applicant.

5 10.6.4 With respect to extra duty coaching assignments, unit members
6 will be advised no later than sixty (60) days after completion of
7 the season whether: 1) the assignment will or will not be offered
8 to the unit member again; or 2) the District is undecided and may
9 wish to consider other candidates.

10 10.6.5 A unit member who has served in an extra duty assignment but
11 who is advised that she/he will not be offered the assignment
12 again, may ask the site administrator for the reason(s) for this
13 decision. Nothing in this section shall in any way diminish the
14 District's rights as set forth in Education Code Section 44923.

15 **10.7 District Reorganization.**

16 The following procedures shall apply to transfers and reassignments
17 resulting from District reorganization including, but not limited to,
18 opening new schools, year-round calendar, or change in grade level
19 configuration.

20 10.7.1 Within ten (10) days of a Governing Board decision to implement
21 District reorganization, i.e., opening a new school, year-round
22 education implementation at an established site, or grade level
23 reorganization, a meeting shall be held with staff impacted by the
24 change.

25 10.7.2 Within ten (10) days of the initial meeting with the staff, teachers
26 shall be surveyed for the purpose of providing an opportunity for
27 them to state their preferences for the following year's

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 assignment. A teacher may submit to the Personnel Office a
2 change or modification of the information stated on her/his survey
3 at any time during this procedure.

4 10.7.3 The District shall make every effort to honor voluntary transfer
5 requests. If two or more teachers with appropriate credentials
6 apply for a transfer, the teacher with the most seniority,
7 education, experience, and best performance shall receive her/his
8 transfer request.

9 10.7.4 Any teacher at a work site where the work calendar changes, e.g.,
10 regular to year-round or year-round to regular, who is unable to
11 be accommodated by the voluntary transfer procedure the first
12 year, shall be granted a voluntary transfer the following year.

13 10.7.5 Certificated transfer request forms shall be available to teachers
14 at their individual sites or through the Personnel Office.
15 Completed transfer request forms shall be kept on file for a least
16 six (6) months.

17 10.7.6 Teachers who are teaching in a year-round education program
18 and who have school children in the District shall be given
19 preference in scheduling their children on the same track as their
20 assignment.

21 10.7.7 Teachers in the District assigned to year-round tracks who are
22 married to teachers in the District assigned to year-round tracks
23 shall not involuntarily be assigned to different year-round tracks.

24 10.7.8 Teachers who are involuntarily transferred during the school year
25 will be provided one day of release time and custodial assistance.

1 **ARTICLE 11: YEAR-ROUND EDUCATION**

2 11.1 **Transfer and Reassignments.** Contract language incorporated into
3 Article 10.7.

4 11.2 **Salary Advancement.** Contract language affecting year-round teaching
5 assignments in Article 9.3.2.2.

6 11.3 **Custodial Assistance.**

7 11.3.1 Reasonable custodial assistance will be provided in moving
8 teaching materials into and out of a year-round school.

9 11.3.2 Custodial assistance will be provided to move storage cabinets at
10 the beginning or end of a teaching track.

11 11.4 **Designation of Year-Round Schools.**

12 11.4.1 The Association will be notified at least 90 days in advance of a
13 school's designation as a year-round school.

14 11.4.2 Ad Hoc Committee. The Association may appoint three (3)
15 members, at least two (2) of whom are assigned to that site, to
16 serve on a site level ad hoc committee under the direction of the
17 site principal. The purpose of this committee shall be to
18 implement the unique aspect of year-round education at that
19 school site.

20 11.5 **Calendar.** The District will use a 60/20 multi-track system for year-
21 round education. Teachers assigned to year-round sites shall work a total
22 of 179 days, 175 student instructional days and four (4) teacher workdays.
23 The District and HTA agree to meet and discuss the length of the
24 instructional day in order to meet the required number of instructional
25 minutes.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 11.6 **Substituting.** Bargaining unit members may not be prohibited from
2 substituting during their off-track sessions. Pay will be at the prevailing
3 District substitute rate.

4 11.7 **Modifications to Regular Contract Year.** When a position is longer
5 than a regular teaching contract year (1989/184 days), or there is an
6 alternative schedule established to deliver instructional services, the
7 position will be posted if the incumbent declines the position.

8 11.8 **Materials Storage.** Unit members will have two storage cabinets for
9 classroom and core materials that will be delivered by 2:00 PM the work
10 day before the track change.

11 11.9 Should the Governing Board choose not to continue year-round education,
12 notice shall be given to unit members assigned to such school(s) not later
13 than the end of January of the same year the program will discontinue.

14 **ARTICLE 12: LEAVES**

15 12.1 **Sick Leave.** Sick leave is granted to employees covered by this
16 Agreement when absence from work is caused by actual illness or injury
17 and is not covered by Article 12.4. The District reserves the right to
18 require proof of illness. If the District requires a medical statement, the
19 employee may request the District to designate the medical authority, at
20 District expense. When employees are absent for less than one full work
21 day, the employee shall be charged only for time missed on an hour by
22 hour basis.

23 12.1.1 The District reserves the right, irrespective of whether or not
24 leave benefits have been claimed or received, to require a health
25 examination by competent medical authority, at District expense,
26 of any employee whose physical or mental health, in the judgment

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 of school officials is such as to endanger the health, safety or
2 welfare of students subject to the supervision of said employee.

3 12.1.2 Full-time employees will receive ten (10) days sick leave annually.
4 This leave shall be credited in advance. Part-time employees will
5 receive sick leave in proportion to that allowed full-time
6 employees based on time worked. Employees serving less than a
7 full school term will receive sick leave in the proportion that the
8 time served bears to a full school year.

9 12.1.3 Summer School Sick Leave. A full-time teaching assignment for
10 summer school teachers shall be four (4) or more hours per day for
11 five (5) days per week. Each summer school teacher is entitled to
12 sick leave according to the schedule below. Employees not
13 working a full-time assignment shall be entitled to pro-rated leave
14 benefits:

<u>Days Worked Per Summer Session</u>	<u>Sick Leave Earned</u>
80	4 hours
120	6 hours

15
16
17
18
19
20 The amount of sick leave which may be taken during any summer
21 school sessions is limited to the amount earned for that session;
22 one hour of sick leave per 20 hrs. scheduled instructional time.
23 Unused summer school sick leave will be added to the employee's
24 regular sick leave accrual based on the earned, but unused,
25 number of hours of summer school sick leave at the close of
26 summer school.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 12.1.4 Adult Education Sick Leave. An Adult Education teacher shall be
2 entitled to one (1) hour of sick leave for each eighteen (18) hours
3 worked.

4 **12.2 Bereavement Leave.** Each employee covered by this Agreement is
5 entitled to a maximum of five (5) days bereavement leave due to the death
6 of any member of the employee's immediate family. The Superintendent
7 or designee shall determine the number of bereavement leave days. The
8 Superintendent may authorize a longer period of bereavement leave with
9 full salary compensation. For the purposes of this Subsection "member of
10 the immediate family" shall mean the mother, father, grandmother,
11 grandfather, parent-in-law, grandparent-in-law, grandchild, son, son-in-
12 law, daughter, daughter-in-law, stepchild, brother or sister of the
13 employee or the employee's spouse, or any person living in the immediate
14 household of the employee. Additions to the definition of the employee's
15 immediate family above will be made only at the discretion of the
16 Superintendent or designee.

17 **12.3 Personal Necessity Leave.** Employees covered by this Agreement shall
18 be entitled to use a maximum of seven (7) days of accrued sick leave each
19 fiscal year.

20 12.3.1 Unless circumstances preclude such action, employees shall notify
21 their building administrator prior to their absence for personal
22 necessity leave. The District may require that employees submit
23 written requests for personal necessity leave prior to their
24 absence whenever possible.

25 12.3.2 The District may require satisfactory proof of all personal
26 necessity leave.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 12.3.3 Personal necessity leave may be requested for any of the purposes
2 listed:

3 12.3.3.1 The death of a member of the employee's immediate
4 family when the number of days absent exceeds the limit
5 provided in Article 12.2.

6 12.3.3.2 The serious illness of a member of the employee's
7 immediate family.

8 12.3.3.3 An accident involving the employee's property or the
9 person or property of any member of the employee's
10 immediate family.

11 12.3.3.4 Appearance in court or before an administrative tribunal
12 as a litigant or witness under official order.

13 12.3.3.5 The birth or adoption of a child, making it necessary for
14 the employee who is a parent of the child to be absent
15 during the assigned hours of service.

16 12.3.3.6 Imminent danger to the home of an employee occasioned
17 by an event, serious in nature, such as a flood or fire
18 which under the circumstances the employee cannot
19 reasonably be expected to disregard and which requires
20 the attention of the employee during her/his assigned
21 hours of service.

22 12.3.3.7 Up to four (4) days of personal necessity leave may be
23 taken at the bargaining unit member's sole discretion for
24 events serious in nature which under the circumstances
25 the employee cannot reasonably be expected to disregard
26 and which require the attention of the employee during
27 her/his assigned hours of service. (These days may not be

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 taken in the first month of the work year or in June, are
2 non-cumulative, and are not subject to Article 12.3.2.)

3 12.3.3.8 Unit members may use available personal necessity leave

4 to participate in activities of the school or licensed child
5 day care facility of any of her/his children, if the unit
6 member, prior to taking the time off, gives reasonable
7 notice to the District of the planned absence, pursuant to
8 Labor Code Section 230.8. If the unit member does not
9 have available personal necessity leave, she/he may use
10 compensatory time off or take the time off without pay.

11 a. A unit member may not take more than 40 hours (paid
12 and/or unpaid) each calendar year, or eight hours
13 (paid/unpaid) in any calendar month of the year, for these
14 purposes. This section shall apply to the parent, guardian
15 or grandparent having custody, of one or more children in
16 kindergarten or grades one to 12, inclusive, or attending a
17 licensed day care facility.

18 b. If both parents are employed at the same worksite,
19 this entitlement as to one child applies at any one time,
20 only to the parent who first gives notice to the employer,
21 and the second parent may take a planned absence
22 simultaneously as to that child only if she/he obtains the
23 District's approval for the requested time off.

24 c. If requested by the District, the unit member shall
25 provide documentation from the school or licensed child
26 day care facility as proof that she/he participated in school

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 employee's illness at District expense unless the illness alleged is
2 work-related and is being adjudicated through the State Workers'
3 Compensation System.

4 12.5.3 Extended Illness Leave pursuant to this section shall be used
5 after all accrued sick leave and shall run consecutively with such
6 leave.

7 12.5.4 Pursuant to Education Code Section 44977, an employee shall not
8 be provided more than one five-month period per illness or
9 accident. However, if a school year terminates before the five-
10 month period is exhausted, the employee may take the balance of
11 the five-month period in a subsequent school year.

12 12.5.5 Pursuant to Education Code Section 44978.1, when an employee
13 has exhausted all available sick leave and Extended Illness Leave,
14 and is not medically able to resume the duties of his or her
15 position the employee shall, if not placed in another position, be
16 placed on a reemployment list for a period of 24 months if the
17 employee is on probationary status, or for a period of 39 months if
18 the employee is on permanent status. When the employee is
19 medically able during the 24- or 39-month period, the employee
20 shall be returned to employment in a position for which he or she
21 is credentialed and qualified.

22 12.6 **Maternity Leave.** Employees covered by this Agreement shall be
23 entitled to maternity leave under applicable provisions of Education Code
24 Section 44965 and Government Code Sections 12945 and 12945.2.
25 Pregnancy, miscarriage and childbirth shall be treated the same as any
26 other illness.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 **12.7 Leaves of Absence for Personal Reasons.** Permanent employees
2 covered by this Agreement may request personal leave without
3 compensation, increment, seniority or tenure credit, for a period of one (1)
4 school year for the following purposes: Care for a member of the
5 immediate family who is ill, long term illness of the unit member, service
6 in an elected public office, professional study, educational travel and/or
7 research, or for reasons of health. Leave for child rearing shall be
8 considered under this provision. Duration of the leave shall be mutually
9 agreed upon between the employer and the employee. A request for such
10 leave under special circumstances may also be considered by the District.

11 12.7.1 The applications for and granting of such leaves of absence shall
12 be in writing. In addition the unit member on such leave shall
13 notify the Personnel Administrator by March 1 of the school year
14 on leave as to the intent to return to employment in the District.
15 Failure to so notify will be considered an abandonment of position.

16 12.7.2 A unit member on leave of absence for personal reasons shall be
17 entitled to participate in the District health and welfare benefit
18 program, not expressly prohibited by law, at no expense to the
19 District.

20 **12.8 Sabbatical Leave.** Hemet Unified School District will continue to have a
21 policy of sabbatical leave consistent with past practice.

22 **12.9 Association Leave.** The President of the Association or designees may
23 be granted release time from duties for the purpose of conducting
24 Association business including CTA/NEA business under the following
25 conditions:

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 12.9.1 Reasonable advance notice (5 days) is given to the Principal or
2 Personnel Administrator unless unforeseen or unanticipated
3 circumstances prevent such advance notice.

4 12.9.2 The Association or CTA/NEA pays for substitute(s).

5 12.9.3 Release time shall not exceed forty (40) days in any school year.
6 Any days not used shall not be carried over to the next year.

7 12.9.4 Any and all requests shall be made on a District-approved form.

8 **12.10 Jury Duty.** All employees called for jury duty in a court of law shall
9 continue to receive regular salary and employee benefits. When jury fees
10 and mileage reimbursement are paid to the employee, the employee shall
11 remit to the District the jury fees, but may retain the mileage
12 reimbursement portion as shown on the remittance accompanying the
13 payment.

14 12.10.1 If an employee is scheduled to serve on a jury for two (2) weeks or
15 more, the District shall provide the unit member with one-half
16 day of release time and a one-half day substitute, in order that the
17 substitute can meet with the teacher to make plans on a day prior
18 to jury duty.

19 **12.11 Family Care and Medical Leave.** In accordance with state and federal
20 law, qualifying unit members shall be afforded family care and medical
21 leave benefits. These leave benefits shall be consistent with those
22 described in Appendix "E".

23 **12.12 Adoptive Leave.** An employee adopting a child may use up to ten (10)
24 days of his or her accumulated sick leave for the purpose of adoption,
25 limited, however, to picking up the child and caring for the child
26 immediately following receiving the child. This leave shall be in addition
27 to personal necessity leave under Article 12.3, but shall run concurrently

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 with any leave entitlement under Article 12.11 and Appendix E, Family
2 Care and Medical Leave.

3 **12.13 Employment-Related Subpoena Leave.** Unit members shall be
4 entitled to paid school business leave when they are required to appear in
5 court or before an administrative tribunal under official order (subpoena)
6 for matters within the scope of their employment, except for disciplinary
7 actions against the employee by the District, or any other proceeding
8 where the employee is a litigant against the District.

9 **12.14 Catastrophic Leave.** Catastrophic leave pay may be available to a
10 certificated employee as set forth herein pursuant to the provisions of
11 Education Code 44043.5 inclusive. Catastrophic leave pay shall consist of
12 the amount of sick leave days that are donated to the affected certificated
13 employees by other certificated employees. "Catastrophic illness or injury"
14 shall mean an illness or injury: (a) that is expected to incapacitate the
15 certificated employee for an extended period of time; (b) that incapacitates
16 a member or the certificated employee's family and which incapacity
17 requires the certificated employee to take time off from work for an
18 extended period of time to care for the family member; or (c) taking
19 extended time off work creates a financial hardship for the certificated
20 employee because he/she has exhausted all of his/her sick leave and other
21 paid time off.

22 **12.14.1** Donations of sick leave or comp time shall be made in blocks of
23 one day per donating certificated employee. A certificated employee
24 who donates sick leave credits shall be required to have a sick leave
25 balance equivalent to ten (10) days following the donations.
26 Donations will be calculated day for day.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 12.14.2 No certificated employee shall give more than three (three) days of
2 sick leave or comp time for each certificated employee's request.

3 12.14.3 A committee comprised of two (2) bargaining unit members
4 appointed by the President of the Association and two
5 representatives of administration shall administer the catastrophic
6 leave provision and shall approve or disapprove all applications. An
7 applicant shall be required to provide verification of the
8 catastrophic illness or injury.

9 12.14.4 When the application is based on the catastrophic illness or injury
10 of a member of the certificated employee's family, all required
11 medical information, statements, and verifications shall be related
12 to the affected family member. In addition, the certificated
13 employee shall attach a written statement indicating the
14 circumstances that require the employee to be absent from work.

15 12.14.5 The certificated employee shall be required to utilize all of his/her
16 available regular sick leave and comp time prior to the receipt of
17 donated time credits.

18 12.14.6 "Member" of the certificated employee's family shall be defined as
19 set forth in Article 12.2.

20 12.15 **Military Leave.** A bargaining unit member shall be entitled to full pay
21 and benefits for the first 30 calendar days and a maximum of 30 days in
22 any fiscal year, as required by Education Code 45059 and Military and
23 Veterans Code 395, when on military leave and shall retain all rights and
24 privileges granted by law arising out of the exercise of military leave.

25 **ARTICLE 13: SAFETY CONDITIONS**

26 13.1 The District acknowledges its obligation to maintain a safe working
27 environment for unit members and for prescribing appropriate safety

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 standards. In this regard, the District intends to be guided by the
2 California Occupational Safety and Health Act (Labor Code Section 6300).

3 13.2 Unit members acknowledge their obligation to comply with District safety
4 standards, including accident and safety reports, and to practice basic
5 safety measures. Failure to do so, may be grounds for discipline.

6 13.3 Unit members shall report to their immediate supervisor suspected
7 unsafe conditions in writing. The District shall supply a report form for
8 reporting unsafe conditions.

9 13.4 Unit members shall report to their immediate supervisor any abuse of
10 school personnel, assault or battery upon school personnel, or any threat
11 of force or violence directed toward school personnel which occurs at any
12 time or place and is related to any school activity. Unit members are
13 obligated to prepare any reports required by the District relating to such
14 incidents. The District will facilitate actions against students or adults
15 who abuse, assault, insult or upbraid employees. The District shall, upon
16 request, respond to the affected employee within five (5) working days as
17 to what action has been taken or is being considered by the District with
18 respect to the incident in question.

19 13.5 The District will investigate all reports of suspected unsafe conditions and
20 shall take steps it deems necessary to correct conditions determined to be
21 unsafe. The District shall, upon request, respond to the Association or the
22 employee within five (5) working days as to what remedial action is being
23 considered to correct the unsafe condition.

24 13.6 The District shall supply and maintain adequate means for
25 communication between a teacher and other staff members at the school
26 for emergency situations.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 13.7 The District shall maintain a Safety Committee, which shall consist of,
2 among others, representatives of the certificated bargaining unit. Any
3 bargaining unit member may obtain the name of any representative of the
4 Safety Committee and may report to a committee member any safety
5 problems for consideration by the committee.

6 13.8 No unit member shall be required to perform duties under conditions
7 which pose an immediate threat of serious physical harm to the unit
8 member provided the unit member has reported the condition to her/his
9 site administrator and exhausted reasonable means to correct the
10 condition. In exercising the foregoing right, unit members shall not
11 neglect the responsibility to provide for the safety of students.

12 13.9 The District shall indemnify and hold harmless from liability any unit
13 member who performs, within the scope of her/his authority, specialized
14 health care services. Unit members shall receive proper and adequate
15 training in those health care services they are asked to perform.
16 Notwithstanding the above, and with the exception of nurses, no unit
17 member will be required to perform catheterizations, diapering, injections,
18 ileostomies, colostomies, gastrostomies, tracheostomy, suction, oxygen
19 administration, gavage feeding or draining. Nothing herein shall be
20 interpreted as preventing a unit member from performing the health care
21 services described herein if the unit member volunteers in writing and has
22 received proper training from a certified specialist in these procedures.

23 13.10 No bargaining unit member shall be asked or directed to transport pupils
24 in private vehicles.

25 13.11 The District will inform employees of the scope of protection for personal
26 liability under the District's liability coverage for employees acting as
27 agents of the District.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 13.12 Each unit member shall be given a copy of the school site's student
2 discipline procedures at the start of the school year. These procedures
3 shall include a description of the right of a unit member to suspend a
4 student from class.

5 13.13 In accordance with Education Code Section 49079, the District shall notify
6 a unit member of any pupil enrolled in her/his class who has engaged in,
7 or is reasonably suspected to have engaged in, within the last three years,
8 any of the acts subject to suspension or expulsion under the Education
9 Code Section 48900 that are reportable under Section 49079 when such
10 information is made known to the District. The District shall provide the
11 information to the teacher through records the District maintains in its
12 ordinary course of business or receives from a law enforcement agency.
13 Any information received by a unit member pursuant to this section shall
14 be received in confidence for the limited purpose for which it is intended
15 and shall not be disseminated by the teacher. Violation of this
16 confidentiality requirement by a unit member shall be grounds for
17 discipline.

18 **ARTICLE 14: CLASS SIZE**

19 14.1 The District shall maintain a District-wide staffing ratio of thirty (30)
20 students or less per classroom teacher. This shall not be interpreted to
21 mean that individual classes will not exceed thirty (30) students.

22 14.2 For the purposes of this Section, the number of classroom teachers used to
23 compute the above ratio shall not include special education teachers,
24 reading resource teachers, SIP and Chapter I resource teachers,
25 counselors, librarians, adult education teachers, speech therapists,
26 psychologists, administrative personnel, nurses and District elementary
27 music teachers nor will it include adult education students.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 14.3 In addition to the District-wide ratio of 30:1, as stated in 14.1, no
2 individual elementary class (defined as grades K-5 except for Cottonwood
3 and Idyllwild, where it will be grades K-8) and Hamilton, where it will be
4 defined as including only grades K-5 shall exceed 34, except when to meet
5 that limit, the District would be required to construct, modify or expand
6 existing buildings, or modify transportation schedules. This will apply to
7 regular classes and elementary physical education classes. Music classes,
8 etc. are not affected by this provision. When an adjustment is required, it
9 will be made within a reasonable period of time but in no event shall it
10 take longer than ninety (90) days.

11 14.4 Combination classes will consist of contiguous grade levels unless there is
12 no other alternative.

13 14.5 Three (3) physical education classes from class-size reduced classrooms
14 will be assigned to two (2) physical education teachers in the elementary
15 grades.

16 **ARTICLE 15: EMPLOYEE EVALUATION AND OBSERVATION**

17 **PROCEDURES**

18 15.1 The District shall evaluate all permanent bargaining unit members no
19 less than once every two (2) years, except that whenever any permanent
20 certificated employee receives an unsatisfactory evaluation, the employee
21 shall be evaluated at least annually until she/he achieves a positive
22 evaluation or is separated from the District. The evaluation form shall
23 specifically state whether the evaluation is satisfactory or unsatisfactory.
24 All probationary bargaining unit members shall be evaluated no less than
25 once each year. Bargaining unit members who have permanent status
26 and who have been employed at least ten (10) years with the school
27 district as defined in 20 U.S.C., section 7801 and whose previous

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 evaluation rated the employee as meeting standards shall be evaluated at
2 least every five (5) years if the evaluator and the bargaining unit member
3 agree. The certificated employee or the evaluator may withdraw consent
4 at any time.

5 **Formal Observations** – The evaluation of a unit member shall be based
6 on the direct observation of a unit member’s work. No unit member’s
7 evaluation will be based on hearsay information.

8 **Assistance Plan** - If a unit member receives an overall evaluation of one
9 (1) and is being referred to PAR the evaluator must attach a copy of an
10 assistance plan to the evaluation form. The assistance plan shall be given
11 to the Joint Panel and the PAR provider.

12 15.1.1 Administrators shall be trained in the use of the evaluation form,
13 including but not limited to the elements of the California
14 Standards for the Teaching Profession, descriptions of teaching
15 practice.

16 15.2 Evaluation is defined as the process of appraising the effectiveness of the
17 performance of employees. Procedures for evaluation shall be based on,
18 but not limited to:

19 15.2.1 The gathering of information about the employee’s performance in
20 the classroom;

21 15.2.2 Assessing the quality of such performance;

22 15.2.3 Communicating to the employee the assessment of the quality of
23 the performance;

24 15.2.4 Recommending, if necessary, changes to improve the employee’s
25 performance.;

26 15.2.5 No member of the unit shall evaluate another unit member
27 without the agreement of both unit members;

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 15.3 Prior to the beginning of the formal evaluation process, which includes all
2 written formal observations, a face to face conference shall be held
3 between the evaluatee and evaluator. They shall discuss and enumerate
4 the elements upon which the evaluation may be based and attempt to
5 reach agreement thereon. The elements shall include, but will not be
6 limited to, the goals and objectives of the teacher. Both physical and
7 nonphysical constraints on reaching those goals shall be discussed, along
8 with other aspects of expected performance outside the classroom. The
9 elements for evaluation shall be committed to writing whether or not
10 agreement is reached and a copy of what has been written shall be
11 provided to the evaluatee. The evaluatee shall have at least 48 hours
12 notice of the first formal observation.

13 15.4 If conditions change which affect the elements upon which any evaluation
14 may be based, either party may request an additional conference to
15 discuss such changes.

16 15.5 Those unit members who are regularly scheduled to be evaluated will be
17 notified by the appropriate management person prior to the evaluation.
18 Such notice will contain an explanation of procedures for evaluations in
19 addition to those set forth herein.

20 15.6 The evaluation shall assess a bargaining unit member's competency as it
21 reasonably relates to the following:

22 15.6.1 The progress of pupils toward standards as established by the
23 District of expected pupil achievement at each grade level in each
24 area of study and progress of pupils toward meeting the state-
25 adopted academic content standards as measured by state-
26 adopted criterion referenced assessments as described in Article

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 17.5. The measurement of pupil progress shall not include the
2 use of publishers norms established by standardized tests;

3 15.6.2 The instructional techniques and strategies used by the
4 bargaining unit member;

5 15.6.3 The bargaining unit member's adherence to curricular objectives;

6 15.6.4 The establishment and maintenance of a suitable learning
7 environment, within the scope of the employee's responsibilities;

8 15.6.5 And, to the extent not already covered in sections 15.6.1-15.6.4,
9 the California Standards for the Teaching Profession (Appendix
10 G).

11 15.7 A written report of formal employee observations shall be maintained by
12 the evaluator and presented at a conference to the employee within ten
13 (10) working days after the formal observation or such other date as is
14 agreed to by the evaluator and evaluatee. This written record shall be
15 known as the observation report. Commendations and/or
16 recommendations shall be presented and discussed. The observation
17 reports shall be signed and dated by the employee, and the employee shall
18 have the right to rebut in writing all or portions of such record. Any such
19 rebuttal shall be attached to the observation report. Upon request a
20 complete written copy of the observations shall be made available to the
21 employee at District expense. Nothing in this Article shall preclude
22 classroom observations other than formal observations at any time.

23 15.8 The final evaluation should be provided to the employee by April 1st, but
24 in no event later than May 1st. The evaluator will discuss the evaluation
25 with the unit member no later than ten (10) days after the presentation of
26 the evaluation. The unit member must sign the evaluation signifying only
27 that the unit member has read the document. The unit member shall be

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 provided the opportunity to attach a written reaction or response which
2 shall become part of the permanent records. A copy of the evaluation
3 report shall be signed by the evaluator as well as the evaluatee. A copy of
4 the evaluation report shall be given to the employee, at District expense, a
5 copy shall be placed in the employee's personnel file, and a copy retained
6 by the evaluator. An employee's refusal to meet over the evaluation
7 within the prescribed timelines, or refusal to sign the evaluation form,
8 shall be considered a waiver of these requirements by the employee.

9 15.9 A permanent classroom teacher who receives an unsatisfactory rating in
10 his/her final evaluation in areas of subject matter knowledge, teaching
11 methods or instruction shall be evaluated in the succeeding year and shall
12 participate in the District's Peer Assistance and Review (PAR) Program
13 designed to improve the unsatisfactory performance. The PAR program
14 structure is contained in Article 17. For the purposes of the PAR
15 program, evaluations shall be completed by the appropriate site
16 administrator or other administrative designee.

17 15.10 Pursuant to the provisions of this Article, an evaluation procedure for
18 counselors and other non-classroom teacher bargaining unit members
19 shall be discussed between the assigned evaluator and bargaining unit
20 member at the beginning of each school year.

21 15.11 The District retains the ultimate responsibility for the evaluation and
22 assessment of performance of each unit member, subject to the procedural
23 requirements as set forth in this Article. Accordingly, grievances arising
24 under this Article shall be limited to a claim that evaluation procedures
25 have been violated. However, nothing herein shall preclude the unit
26 member from contesting the substance of any evaluation which is used in
27 any disciplinary proceeding.

1 **ARTICLE 16: COMPLAINT PROCEDURE**

2 16.1 Complaints received by the site administrator, supervisor, a central office
3 administrator or Board member, regarding a unit member will be
4 reported to the unit member within seven (7) days of the complaint, except
5 that criminal charges shall be reported to the appropriate authority.

6 16.2 Prior to lodging a complaint, and within seven (7) days of the
7 complainant's knowledge of the event giving rise to the complaint, the
8 complainant shall attempt to discuss the complaint with the specific unit
9 member(s) involved. If the complainant is unwilling or unable to meet
10 with the unit member(s), the site administrator shall attempt to arrange a
11 meeting between the complainant and the unit member(s). If the
12 complaint is satisfactorily resolved at this step, then the complaint
13 procedure is deemed completed.

14 16.3 If the complaint is not resolved in the meeting between the complainant
15 and unit member, and if the complaint is deemed to be of a nature that
16 cannot reasonably be ignored, the complainant shall place the complaint
17 in writing and sign the complaint. If the site administrator or supervisor
18 puts the complaint in writing, she/he shall have it signed by the
19 complainant. A copy of the complaint shall be given to the unit member
20 within seven (7) days.

21 16.4 Except as provided herein, the employee's site administrator or supervisor
22 shall schedule a meeting between the complainant and employee within
23 fifteen (15) days of the complaint being brought to the administrator's or
24 supervisor's attention. The employee and/or complainant may have a
25 representative at any meeting. If after an initial interview it is the
26 opinion of the site administrator that a second meeting between the

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 complainant and teacher would not assist in resolving the matter, the site
2 administrator may elect to conduct further discussion as an intermediary.

3 16.5 Within fifteen (15) days of the meeting described in Section 16.4 taking
4 place, the site administrator or supervisor will prepare and serve a
5 response to the complaint on both the complainant and the unit member.
6 The site administrator or supervisor may, at their discretion, interview
7 other unit members and/or individuals who may have knowledge of the
8 event or actions forming the basis of the complaint.

9 16.6 No complaint or documentation prepared or gathered as the result of an
10 investigation into a complaint shall be placed in the personnel file of the
11 unit member unless the allegations have been substantiated by the site
12 administrator or immediate supervisor. Additionally, the unit member
13 shall be advised of the decision to place the documents in the personnel
14 file.

15 16.7 The unit member may appeal to the Superintendent or designee the
16 decision to place in her/his personnel file material or documents generated
17 as a result of a complaint being lodged made against the unit member.
18 This appeal must be filed within ten (10) days of receiving notice
19 concerning the placement of these documents in the unit member's
20 personnel file. The Superintendent or designee will review the matter and
21 respond in writing to the unit member within fifteen (15) days.

22 16.8 The unit member shall be given release time from non-instructional duty
23 time to review and/or respond to a complaint and any material placed in
24 the unit member's personnel file. The date and length of the release time
25 to be provided the unit member shall be subject to the approval of the site
26 administrator.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 16.9 Nothing in the sections above shall be interpreted as precluding a
2 complainant (other than another unit member's complaint) from taking
3 her/his complaint to the Superintendent or Governing Board if she/he is
4 not satisfied with the site administrator's resolution of the complaint.

5 16.10 Should a complainant make a request of the Governing Board to review
6 her/his complaint and the Board wishes to discuss the complaint brought
7 against the unit member in closed session the unit member shall be given
8 written notice of her/his right to have the complaint heard in open session
9 as opposed to closed session. The unit member shall be given this notice
10 personally or by mail at least seventy-two (72) hours before the time for
11 the meeting.

12 16.11 For purposes of this article, any reference to "day" shall mean any
13 regularly scheduled workday for the unit member against whom the
14 complaint has been made.

15 16.12 This article is subject to the grievance procedure (Article 6) to the extent
16 the claim relates to following the procedures contained in this article.
17 Nothing herein shall preclude the unit member from contesting the
18 substance of any documentation prepared in response to a complaint if
19 subsequently used in any disciplinary proceeding.

20 16/13 In compliance with state and federal law and notwithstanding any other
21 provision of this article, where a complaint alleges sexual harassment by a
22 unit member, the complainant shall not be required to meet with the
23 accused unit member.

24 **ARTICLE 17: PEER ASSISTANCE AND REVIEW (PAR)**

25 **17.1 Joint Committee.**

26 17.1.1 The Joint Committee shall consist of seven members, four
27 bargaining unit members appointed by the Association, and three

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 administrators appointed by the District. Association members of
2 the Joint Committee will serve (4) years and may be reappointed
3 for additional years by the Association President.

4 17.1.2 The Joint Committee shall establish its own meeting schedule.
5 Five members shall constitute a quorum; actions of the Joint
6 Committee shall require an affirmative vote of at least five (5)
7 members. Meetings shall take place during the regular teacher
8 workday, and substitutes shall be provided to release Association
9 members from their other duties. If the committee agrees to
10 extend the meeting hours beyond the regular teacher workday,
11 Association members shall be compensated at the hourly extra
12 duty rate.

13 17.1.3 The Joint Committee shall be responsible, for the following:

14 17.1.3.1 Providing training for Joint Committee members.

15 17.1.3.2 Establishing its own rules of procedure, including the
16 method for selection of the chairperson.

17 17.1.3.3 Selecting and recommending the panel of consulting
18 teachers to the Governing Board for approval.

19 Consulting teachers shall serve the PAR program and
20 may act as support providers for new teachers.

21 17.1.3.4 Selecting and recommending for Governing Board
22 approval the trainers and/or training providers for
23 Consulting Teachers, and Joint Committee members.

24 17.1.3.5 Providing training for Consulting Teachers prior to
25 participation in the program

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 17.1.3.6 Sending written notification of participation in the PAR
2 program to the Referred Participating Teacher, the
3 Consulting Teacher, and the site Principal

4 17.1.3.7 Adopting rules and procedures to effect the provisions of
5 this article. Developing forms necessary for rules and
6 procedures. Adopted rules and procedures shall be
7 consistent with the terms of this agreement. To the
8 extent that there is an inconsistency, the terms of the
9 agreement shall prevail.

10 17.1.3.8 Distributing, at the beginning of each school year, a copy
11 of the adopted rules and procedures to all bargaining
12 unit members.

13 17.1.3.9 Establishing and implementing a procedure for
14 application and selection as a Consulting Teacher.

15 17.1.3.10 The Joint Committee will meet to assess the on-going
16 needs to be addressed by the PAR program, determine
17 the number of Consulting Teachers in any school year,
18 and the amount of release time provided to Consulting
19 Teachers, based on participation in the PAR program,
20 the budget, and other relevant considerations.

21 17.1.3.11 Reviewing the final report prepared by the Consulting
22 Teacher and make recommendations to the
23 Superintendent/Governing Board regarding the
24 Referred Participating Teacher's progress in the PAR
25 program.

1 17.1.3.12 Approving in service and training opportunities
2 developed by Consulting Teachers before
3 implementation.

4 17.1.3.13 Evaluating the impact of the PAR program yearly in
5 order to make changes to improve the program.

6 17.1.3.14 The Joint Committee will review the performance of the
7 Consulting Teacher(s) yearly and as any concerns arise.

8 **17.2 Participating Teachers.**

9 17.2.1 A Referred Participating Teacher is a classroom teacher with
10 permanent status who receives assistance to improve his/her
11 instructional skills, classroom management, knowledge of subject,
12 and/or other relevant aspects of his/her teaching performance, as
13 a result of an overall evaluation that does not meet district
14 standards on the 1999-00 Teacher Evaluation Form.

15 17.2.2 Effective July 1, 2000, Referred Participating Teachers shall be
16 identified upon issuance of an overall unsatisfactory evaluation on
17 an amended Teacher Evaluation Form. The new Teacher
18 Evaluation Form shall replace the 1999-00 form. The form shall
19 include the Standards and Elements of The California Standards
20 for The Teaching Profession and a category to assess adjunct
21 duties. The form shall be included in Appendix B. Descriptors to
22 be used as the basis for establishing ratings shall be included in
23 the Appendix of the Agreement, except ratings for adjunct duties,
24 for which no descriptors shall be provided.

25 17.2.3 A Volunteer Participating Teacher is a classroom teacher with
26 permanent status or a teacher new to the profession that
27 volunteers to participate in the PAR program. Volunteer

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 participating Teachers are for peer assistance only and the
2 Consulting Teacher shall not document any performance review
3 for a Volunteer Participating Teacher. A Volunteer Participating
4 Teacher may terminate his/her participation in the program at
5 any time.

6 17.2.4 A Referred Participating Teacher or Volunteer Participating
7 Teacher will be assigned to his/her Consulting Teacher by the
8 Joint Committee. A Volunteer or Referred Participating Teacher
9 may apply to the Joint Committee to change his/her Consulting
10 Teacher at any time when requested by either the Participating
11 Teacher or the Consulting Teacher.

12 17.2.5 All communication between the Consulting Teacher and the
13 Volunteer Participating Teacher shall be confidential, and
14 without written consent of the Volunteer, shall not be shared with
15 any others, including the site administrator and the Joint
16 Committee.

17 17.2.6 All communication between the Consulting Teacher and Referred
18 Participating Teacher with the exception of the final report that
19 will be placed in the personnel file shall be confidential, and
20 without written consent of the Referred Participating Teacher,
21 shall not be shared with any others, except the Joint Committee.

22 17.2.7 The Referred Participating Teacher has the right to be
23 represented at any Joint Committee meeting or any meeting with
24 administrators throughout these procedures by the Association
25 representative of his or her choice.

26 **17.3 Consulting Teachers.**

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

- 1 17.3.1 A Consulting Teacher is a classroom teacher who provides
2 assistance to a Participating Teacher pursuant to the PAR
3 program. The qualifications for the Consulting Teacher shall be
4 set forth in the Rules and Procedures, with the following
5 minimum qualifications:
- 6 17.3.1.1 Credentialed bargaining unit member with permanent
7 status.
- 8 17.3.1.2 Substantial recent experience in instruction.
- 9 17.3.1.3 Shall demonstrate exemplary teaching abilities, as
10 indicated by effective communication skills and mastery
11 of a range of teaching strategies necessary to meet the
12 needs of pupils in different contexts.
- 13 17.3.2 In filling a position of Consulting Teacher, each applicant is
14 required to submit three references from individuals with specific
15 knowledge of his/her expertise, as follows:
- 16 17.3.2.1 A reference from a site principal or other administrator,
17 17.3.2.2 A reference from an Association representative,
18 17.3.2.3 A reference from another bargaining unit member.
- 19 17.3.3 Consulting Teachers shall be selected and submitted for approval
20 to the Governing Board by a majority vote of the Joint Committee
21 following a selection process that may include classroom
22 observations by the committee members.
- 23 17.3.4 It is recognized that full-time or part-time Consulting Teacher's
24 daily schedules will be flexible.
- 25 17.3.5 A Consulting Teacher shall be provided release time as needed.
26 The terms of the Consulting Teacher shall be three (3) years, and
27 a teacher may not serve in the position for more than one (1)

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 consecutive term. A teacher may not be appointed to an
2 administrative position in the District while serving as a
3 Consulting Teacher.

4 17.3.6 Functions performed pursuant to this Article by bargaining unit
5 employees shall not constitute either management or supervisory
6 functions. The Consulting Teacher shall continue all rights of
7 bargaining unit members. In addition to the regular salary, a full
8 or part-time Consulting Teacher may receive pro rata hourly pay
9 for all work beyond the regular workday and/or work year as
10 determined by the Joint Committee. No unit member may
11 evaluate another unit member.

12 17.3.7 Consulting Teachers shall assist Participating Teachers by
13 demonstrating, observing, coaching, conferencing, inservicing,
14 referring, or by any other activities which, in their professional
15 judgment, will assist the Participating Teacher.

16 17.3.8 The Consulting Teacher shall meet with the Referred
17 Participating Teacher to discuss the PAR program, establish
18 mutually agreed upon performance goals, develop the assistance
19 plan, and develop a process for determining successful completion
20 of the program. The Consulting Teacher shall conduct multiple
21 observations of the Referred Participating Teacher's performance
22 with students, and shall meet with the Participating Teacher to
23 review and discuss observations.

24 17.3.9 The Consulting Teacher shall monitor the progress of the
25 Referred Participating Teacher and provide periodic written
26 comments to the Referred Participating Teacher for discussion
27 and review.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 17.3.10 The Consulting Teacher shall continue to provide assistance not
2 to exceed one (1) school year to the Referred Participating Teacher
3 or until the Consulting Teacher concludes that the Referred
4 Participating Teacher has completed the plan or that further
5 assistance will not be productive. The Joint Committee may
6 authorize additional assistance beyond the one-year period. In the
7 event that the Joint Committee authorizes additional assistance,
8 the Referred Participating Teacher may petition the Joint
9 Committee to provide a different Consulting Teacher. The
10 Referred Participating Teacher shall also have the right to
11 request and meet with the Joint Committee accompanied by an
12 Association representative.

13 17.3.11 The results of the Referred Participating Teacher's participation
14 in the PAR program shall be made available for placement in
15 his/her personnel file upon completion of the PAR Plan. The final
16 report shall only include time and date of meetings and the topic
17 discussed. The Final PAR Report Form shall be included as
18 Appendix H of the contract.

19 17.3.12 The Consulting Teacher may develop and implement inservice
20 and training opportunities for Participating Teachers subject to
21 approval by the Joint Committee.

22 17.3.13 Upon completion of his or her service as a full time released
23 Consulting Teacher, a teacher shall be returned to the same site
24 and the same assignment, if the assignment still exists. This does
25 not preclude the returning Consulting Teacher from exercising all
26 rights in Article 10 of the Collective Bargaining Agreement. This
27 provision applies only to the PAR program.

1 17.3.14 The District shall defend and hold harmless individual
2 participating members and consulting teachers from any lawsuit
3 or claim arising out of the performance of their duties under this
4 program as provided by California Government Code Tort Claims
5 Act.

6 **17.4 Budget Priorities and Considerations.**

7 17.4.1 The District shall not be required to allocate funds for the
8 programs as set forth in this Article in addition to those funds
9 provided by the Legislature for implementation.

10 17.4.2 The Joint Committee shall annually develop a budget to fund the
11 direct program and administrative expenses of the PAR program.
12 Funding priorities are: Peer Review, Peer Assistance, New
13 Teacher Training, Intern Teacher Training and other staff
14 development programs using funds made available by the State
15 Legislature pursuant to AB1x and Legislation that allocates funds
16 to the programs identified in this Article.

17 17.4.3 Funds shall be allocated for Consulting Teachers to provide
18 services, and other related costs; workshops for Participating
19 Teachers/Consulting Teachers, administrative costs, and
20 trainings/meetings of committee members.

21 17.4.4 Other funding sources may be allocated through the Instructional
22 Support Services Department for release of new teachers to
23 attend trainings, for standard administrative costs, and other
24 expenses.

25 **17.5 Teacher Evaluation Based Upon Pupil Progress.**

26 17.5.1 The District and Association shall agree to the selection of student
27 assessment instruments for teacher evaluation to be used to

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 determine the progress of pupils towards meeting grade-level
2 standards.

3 17.5.2 The District and Association shall agree to the frequency for
4 administration of student assessment instruments to be used to
5 determine the progress of pupils towards meeting grade-level
6 standards.

7 17.5.3 The District and Association shall agree to the methods by which
8 student assessment data are analyzed and used to establish
9 teacher evaluation ratings for determination of pupil progress
10 towards meeting grade-level standards, including but not limited
11 to the following:

12 17.5.3.1 Achievement levels of students upon entry;

13 17.5.3.2 Special Program Placement (Special Education, ELL,
14 etc.);

15 17.5.3.3 Student attendance (e.g. hours/days of instruction);

16 17.5.3.4 The amount of time/days that a teacher has been
17 assigned to a specific class and/or subject area;

18 17.5.3.5 Relationship between assessment, instruction and
19 District curriculum;

20 17.5.3.6 Availability of materials to support the instructional
21 program;

22 17.5.3.7 Student behavior as evidenced by discipline records.

23 17.5.4 Student assessment data used for teacher evaluation shall be
24 confidential. The information shall be available to individual
25 teachers and immediate supervisors for purposes of evaluation.

26 **17.6 Program Amendments.**

1 17.6.1 This Article may be reopened at any time by mutual consent of
2 the parties or by recommendation of the Joint Committee.

3 **ARTICLE 18: CERTIFICATED DISCIPLINE PROCEDURE**

4 18.1 A certificated employee may be disciplined by the Governing Board for a
5 violation of any of the causes for dismissal as set forth in the Education
6 Code Sections 44932, 44660-44665, and 44948.3, when such cause is not
7 considered serious enough to warrant dismissal, or may be suspended
8 pending Board or legal action for dismissal of the employee on charges of
9 violation of one or more of said causes. The Superintendent may suspend
10 an employee pending Board action when, in the opinion of the
11 Superintendent, continuation of the employee in her/his position would
12 present a clear danger to the students, staff, property or reputation of the
13 District, or to the employee. For the purposes of this Article a "day" is any
14 day that is a regular certificated employee workday. If the grievant
15 requests in writing, a "day" would be any day on which the District
16 Administration Office is open for regular business.

17 18.2 Any of the following causes, where not considered serious enough to
18 warrant dismissal, may subject the certificated employee to a written
19 reprimand for a first offense

20 18.2.1 Incompetence.

21 18.2.2 Failing to meet reasonable performance standards.

22 18.2.3 Other acts or omissions by the employee which constitute
23 unprofessional conduct.

24 18.2.4 Willful violation of the Rules of Conduct of the teaching
25 profession, as set forth in the California Administrative Code,
26 Title 5, Regulations, Sections 80331-80338.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

- 1 18.3 Any of the following causes may subject a certificated employee to
2 disciplinary action, including suspension (with or without pay):
3 18.3.1 Immoral or unprofessional conduct.
4 18.3.2 Commission, aiding or advocating the commission of acts of
5 criminal syndicalism, as prohibited by law.
6 18.3.3 Dishonesty.
7 18.3.4 Evident unfitness for service.
8 18.3.5 Physical or mental condition unfitting the employee to instruct or
9 associate with children.
10 18.3.6 Violation of or refusal to obey the school laws of the State or
11 reasonable regulations prescribed for the government of the
12 schools by the State Board of Education.
13 18.3.7 Conviction of a felony or of any crime involving moral turpitude.
14 18.3.8 Advocating Communism, or being a member of the Communist
15 Party or any organization advocating the forcible or violent
16 overthrow of the government of the United States or of any state,
17 or violating any of the provisions of the Education Code as they
18 relate to Communist Party activity or membership.
19 18.3.9 Willful failure to perform assigned duties.
20 18.3.10 Alcoholism, drug or controlled substance abuse which makes the
21 employee unfit to instruct or associate with children, or
22 possessing, using, or being under the influence of drugs or alcohol
23 on District property or during working hours when on school
24 business or supervising students.
25 18.4 The Superintendent shall give written notice to the employee of the
26 District's intent to suspend the employee.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 18.4.1 The notice shall include the cause(s) on which the suspension is to
2 be based, the date(s) on which the suspension shall take place, a
3 statement that the employee has a right to discuss the proposed
4 suspension with the Superintendent or designee prior to the
5 suspension, and a proposed date, time and place for such pre-
6 suspension discussion.

7 18.4.2 The employee shall have five (5) working days in which to respond
8 to the notice of suspension. If the employee does not respond, the
9 District will schedule the suspension and provide notice thereof to
10 the employee. The employee's response to the notice of
11 suspension, if any, shall confirm the proposed date and time for
12 the pre-suspension discussion or waive such discussion. The pre-
13 suspension discussion, unless waived, shall take place within five
14 (5) work days after the employee's response to the notice of
15 suspension is due.

16 18.4.3 The employee shall be given the opportunity to present facts and
17 arguments regarding the proposed suspension and to be
18 represented at the pre-suspension discussion.

19 18.4.4 The Superintendent or designee shall inform the employee of the
20 decision to suspend or not to suspend within three (3) working
21 days from the date of the pre-suspension discussion or after five
22 (5) work days from the date of the notice of suspension if the
23 employee did not respond or waived the discussion.

24 18.4.5 The District shall schedule the suspension. Suspensions may be
25 scheduled during school holidays, and the suspension may be
26 scheduled in one or more than one block of time.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 18.4.6 Except as provided in Section 2.0 above, first offenses shall be
2 punishable by a suspension of up to five (5) days, and thereafter
3 suspension shall be for not more than ten (10) days.

4 18.5 Nothing in this article shall limit the District's right to initiate dismissal
5 proceedings and/or immediate suspension and/or mandatory leave of
6 absence as set forth in the California Education Code Sections 44932-
7 44948.3, and 44955, nor shall discipline under this article be regarded as
8 a precondition to dismissal proceedings under the California Education
9 Code.

10 18.6 The employee may have a representative at any meeting, discussion or
11 conference provided herein wherein the employee is entitled to be present.

12 18.7 Should the California Legislature repeal or amend those portions of the
13 Education Code governing discipline of certificated employees, including
14 the provisions describing the causes for discipline, then the parties agree
15 to reopen this article for negotiations. The parties shall meet prior to the
16 effective date of any change in the law for the purpose of identifying the
17 appropriate standard or standards to be used to judge whether discipline
18 is warranted.

19 **ARTICLE 19: CLASSROOM TEACHER INSTRUCTIONAL**

20 **IMPROVEMENT PROGRAM**

21 **19.1 Introduction.**

22 The purpose of the Classroom Teacher Instructional Improvement
23 Program is to encourage teachers, whether acting individually or with
24 other teachers, to improve the quality of instruction. No portion of this
25 program shall be budgeted or paid from the general fund. It shall be
26 implemented only to the extent that special funding from the State is

1 provided. If the funding is decreased at any time during the life of the
2 program, the program will be decreased proportionately.

3 **19.2 Criteria for Nomination and Selection.**

4 The Instructional Improvement Grant Committee, as set forth in Article
5 19.3, in making its nominations to the Board, and the Board in making its
6 final designations, shall be guided by the following criteria:

7 19.2.1 Mandatory criteria shall be that the applicant be a credentialed
8 classroom teacher with permanent status. As defined the term
9 "classroom teacher" shall include mentor teachers, special
10 education resource teachers and categorically funded project
11 teachers.

12 19.2.2 The Governing Board shall review the recommendations of the
13 Committee and make the final decision on awards of grant funds.
14 The award of grants shall be made so as to improve instruction in
15 the areas of greatest need as determined by the Governing Board.
16 The Superintendent may, but is not required to, submit
17 recommendations to the Board concerning these grants.

18 **19.3 Grant Selection Committee.**

19 19.3.1 The Grant Selection Committee shall consist of three (3)
20 permanent certificated classroom teachers elected by a secret
21 ballot conducted among all probationary and permanent
22 classroom teachers in the District, and two (2) administrators
23 selected by the Superintendent, at least one of whom shall be a
24 principal. Specific procedures for the election shall be determined
25 by the District and Hemet Teachers Association.

26 19.3.2 The teachers on the initial Committee shall draw lots for one (1),
27 two (2), and three (3) year terms. Subsequently, all terms shall be

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 for three (3) years, or until this program is modified or
2 terminated.

3 19.3.3 The Grant Selection Committee shall have a chair elected by the
4 Committee. The chair shall assign a member of the Committee to
5 maintain notes of the meeting(s), and to prepare a list of
6 recommended awards.

7 19.3.4 The Grant Selection Committee shall establish procedures for the
8 evaluation of grant proposals which shall be in accord with
9 appropriate instructional areas as determined by the Board. The
10 Committee may request applicants to attend a Committee
11 meeting to discuss their proposal. An applicant may request an
12 opportunity to discuss her/his proposal with the Grant Selection
13 Committee prior to consideration of the proposal by the
14 Committee.

15 19.3.5 The Grant Selection Committee shall review all grant
16 applications. Members of the Committee may not be applicants.

17 19.3.6 The Grant Selection Committee shall recommend to the
18 Governing Board by rank order along with the recommended
19 amount of the grant, all grant proposals considered by a majority
20 of the Committee to have sufficient merit to receive such a grant.

21 19.3.7 The Grant Selection Committee shall establish procedures for the
22 review of the use of grant funds.

23 **19.4 Grant Awards.**

24 The Governing Board may award for any grant proposal submitted by an
25 individual teacher any amount not to exceed \$2,000.00 per fiscal year for
26 the teacher or for each teacher member of a group submitting a proposal.
27 The decision of the Governing Board shall be final.

1 **ARTICLE 20: LOTTERY REVENUE**

2 20.1 Twenty percent (20%) of any lottery check received by the District shall be
3 allocated to work sites based on the FTE certificated bargaining unit
4 members assigned to that site. This money may be used for equipment,
5 supplies, capital outlay, employee inservice or student field trips.

6 20.2 In addition to allocating lottery money to individual sites, the intent of
7 this provision is to involve certificated bargaining unit members in the
8 decision-making process of budgeting the expenditure of lottery money at
9 each work site. For this purpose, bargaining unit members at each site
10 will yearly be given the option of deciding to either elect a new committee
11 or utilize an existing committee or faculty group to participate with
12 administration in the manner and method of lottery money expenditure at
13 each site.

14 **ARTICLE 21: SAVINGS**

15 21.1 Each section, part, term, and provision of this Agreement shall be
16 considered severable. If, for any reason, any section, part, term or
17 provision herein is determined to be invalid and contrary to, or in conflict
18 with, any existing or future law or regulation or decision of a court or
19 agency having valid jurisdiction, such determination shall not impair the
20 operations or affect the remaining portions, sections, parts, terms or
21 provisions of this Agreement, and the latter will continue to be given full
22 force and effect and bind the parties hereto. The section, part, term or
23 provision deemed invalid shall not be considered part of this Agreement.

24 **ARTICLE 22: CONCERTED ACTIVITIES**

25 22.1 It is agreed by both parties that there will be no refusal or failure by unit
26 members to perform fully and faithfully all job functions and
27 responsibilities, and that there will be no concerted action or other

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 interference with the operations of the District sanctioned or encouraged
2 by the Association or by its officers, agents or its members during the
3 term of this Agreement, including compliance with the request of other
4 employee organizations to engage in such activity.

5 22.2 The Association recognizes the duty and obligation of its officers, agents,
6 and members to comply with the provisions of this Agreement and
7 therefore shall make every effort to induce all employees to do the same.
8 In the event of concerted action or other interference with the operations
9 of the District by employees who are represented by the Association, the
10 Association agrees to, in good faith, take all reasonable steps necessary to
11 cause those employees to cease such action.

12 22.3 It is understood by the parties that any employee violating this Article
13 may be subject to discipline, including termination, by the District.

14 **ARTICLE 23: ABSENCE TO ATTEND MEETINGS**

15 23.1 Upon approval of the Superintendent or designee, absence with pay may
16 be granted to full-time employees covered by the Agreement to attend
17 meetings of a professional educational nature related to their
18 assignments.

19 23.2 Employees who attend a meeting or conference by administrative
20 assignment shall be entitled to reimbursement for appropriate expenses.

21 23.3 Employees are encouraged to accept leadership roles in professional
22 educational organizations. However, before accepting such positions,
23 employees should check with the District Superintendent or designee
24 regarding obligations of the District for release time or expenses. Travel
25 expenses may be allowed on a reasonable basis for employees holding
26 official positions in professional educational organizations related to their

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 assignment. If an organization pays travel expenses to its officers, no
2 claims on District funds should be submitted.

3 23.4 No conference fees, enrollment fees, or payment of any kind which will
4 constitute dues to any organization or entitle an employee to the benefits
5 equivalent to an annual membership may be reimbursed from District
6 funds.

7 23.5 Upon prior approval of the Superintendent or designee, absence with pay
8 may be granted to employees for the purpose of fulfilling civic
9 responsibilities. This pertains primarily to situations regarding public
10 relations wherein the school assumes partial responsibility in a group
11 endeavor.

12 **ARTICLE 24: EFFECT OF AGREEMENT; ENTIRE AGREEMENT**

13 24.1 The specific provisions of this Agreement prevail over prior District
14 practices and procedures and over State laws to the extent permitted by
15 State law; however, in the absence of specific provisions in the Agreement,
16 District practices, procedures and policies outside the scope of
17 negotiations remain discretionary with the District. District practices,
18 procedures and policies affecting matters within the scope of negotiations
19 may not be modified by the District without first complying with the
20 collective bargaining requirement of law and other applicable codes and
21 statutes.

22 24.2 This written Agreement sets forth the full and complete agreement
23 between the parties concerning the subject matter hereof, and supersedes
24 all prior informal or formal agreements thereon. There are no valid or
25 binding representations, inducements, promises or agreements, oral or
26 otherwise, between the parties that are not embodied herein.

1 **ARTICLE 25: NONDISCRIMINATION**

2 25.1 **Nondiscrimination.** In the administration of the Agreement, the
3 District will not discriminate against a unit member in their employment
4 relationship with the District for any reason prohibited by state or federal
5 discrimination statutes.

6 25.2 **Interpretation.** This Article shall be interpreted in accordance with
7 applicable federal and state law.

8 25.3 **Reasonable Accommodation.** In the administration of this Agreement,
9 the District and the Association will provide reasonable accommodations
10 to qualified employees with protected disabilities. The need for and extent of
11 such accommodations shall be determined by the District in accordance
12 with its interpretations of the requirements of the Americans with
13 Disabilities Act, Title VII of the Civil Rights Act of 1964, and the
14 California Fair Employment and Housing Act, even if such
15 accommodations may be in conflict with another provision of this
16 Agreement.

17 25.3.1 Before reaching agreement with an employee for an
18 accommodation which may be inconsistent with or change the
19 Agreement between the District and the Association, the District
20 shall:

21 25.3.1.1 Notify the Association of the anticipated
22 accommodation, any desired waiver of a term or
23 condition of this Agreement, and the District's
24 assessment of the likely impact or effects upon other
25 employees;

26 25.3.1.2 Within ten (10) working days following notice to the
27 Association and before implementing any agreement,

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 meet and negotiate with the Association if demanded by
2 the Association over the accommodation and the impact
3 or effects thereof on employees;

4 25.3.1.3 Before implementing any accommodation which
5 requires a waiver of a term or condition of this
6 Agreement, obtain from the Association the
7 Association's written agreement to waive such term or
8 condition.

9 25.3.2 Notwithstanding the above, in the event the District and
10 Association cannot reach an agreement over an accommodation
11 which must out of necessity require a waiver of a term or
12 condition of employment, the District may implement such an
13 accommodation if it can demonstrate that there exists no other
14 viable alternative of accommodation that does not create an
15 undue hardship and which does not require a waiver of a
16 provision of the contract.

17 25.3.3 Agreement by the District or the Association to a particular
18 accommodation shall not oblige either the District or the
19 Association to accept the same or similar accommodation for any
20 other instance.

21 **25.4 Waiver of Contractual Rights.** If an employee claiming a violation of
22 this Article elects to proceed to an administrative agency or to court after
23 the filing of a grievance or at any time prior to an arbitrator issuing a
24 decision pursuant to Article 6 of this Agreement, the grievance shall be
25 considered withdrawn.

1 **ARTICLE 26: COMPLETION OF MEET AND NEGOTIATION**

2 26.1 During the term of this Agreement, the Association expressly relinquishes
3 the right to meet and negotiate further with respect to any matter,
4 whether or not covered in this Agreement. During the term of this
5 Agreement, if the Association and District mutually agree, negotiations
6 may be reopened with respect to any matter, whether or not covered in
7 this Agreement.

8

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

1 26.2 Executed as set forth in 1.2 above

2 Hemet Unified School District

3 *[Signature]*

4 *[Signature]*

5 *[Signature]*

6 _____

7
8 Hemet Teachers Association, CTA-NEA

9 *[Signature]*

10 *[Signature]*

11 *[Signature]*

12 *[Signature]*

13 _____

[Signature]

[Signature]

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
 July 1, 2009 to June 30, 2012

Appendix A
 HEMET UNIFIED SCHOOL DISTRICT
 2010-2011 TEACHER SALARY SCHEDULE

STEP	B B.A. DEGREE	C B.A. PLUS 30	D B.A. +45 OR M.A.	E B.A. +60 INC M.A. Or M.A.+15	F ** B.A. +75 INC. M.A. Or M.A.+30
1	42,241	43,144	44,586	47,183	49,787
2	42,569	43,478	46,305	49,006	51,832
3	42,898	44,966	47,998	50,829	53,873
4	43,227	46,449	49,719	52,651	55,921
5	44,625	47,925	51,418	54,467	57,962
6	46,017	49,412	53,129	56,295	60,006
7	47,416	50,910	54,847	58,107	62,055
8	50,212	52,394	56,549	59,933	64,091
9		55,355	58,265	61,755	66,140
10			59,967	63,574	68,178
11			63,392	67,212	70,223
12					72,268
13					74,583
16**					76,332
18**					78,130
20**					80,020
22**					84,040

UNITS AFTER B.A. ARE SEMESTER UNITS

For purpose of qualifying for column advancement, a juris doctorate or any other post-graduate degree issued from an accredited institution shall be treated as the equivalent of a master's degree.

****CLASS F:** To qualify for each professional growth increment, experience plus three (3) semester units or 45 equivalent clock hours of participation in staff development programs, inservice, and conferences must be completed.

TEACHER WORK YEAR: 176 DAYS

CESchedule 102
 Adopted: 4/16/10
 Effective: 7/1/10

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
 July 1, 2009 to June 30, 2012

Appendix B-1
 HEMET UNIFIED SCHOOL DISTRICT
 2010-2011 COUNSELOR SALARY SCHEDULE

STEP	Classifications					
	A * B.A. DEGREE	B B.A. DEGREE	C B.A. PLUS 30	D B.A. +45 OR M.A.	E B.A. +60 INC M.A. Or M.A.+15	F** B.A. +75 INC. M.A. Or M.A.+30
1	42,242	46,466	47,461	49,045	51,903	54,766
2	42,570	46,827	47,826	50,937	53,911	57,015
3	42,900	47,189	49,462	52,801	55,912	59,264
4	43,228	47,551	51,093	54,690	57,921	61,516
5	44,626	49,089	52,717	56,561	59,915	63,760
6		50,622	54,353	58,441	61,925	66,009
7		52,159	56,002	60,335	63,922	68,263
8		55,234	57,633	62,208	65,926	70,502
9			60,895	64,094	67,932	72,755
10				65,964	69,934	74,998
11				69,734	73,934	77,246
12						79,497
13						82,043
16*						83,967
18*						85,943
20*						88,025
22*						92,445

UNITS AFTER B.A. ARE SEMESTER UNITS

For purpose of qualifying for column advancement, a juris doctorate or any other post-graduate degree issued from an accredited institution shall be treated as the equivalent of a master's degree.

***CLASS A:** Counselors with Intern authorizations.

****CLASS F:** To qualify for each professional growth increment, experience plus three (3) semester units or 45 equivalent clock hours of participation in staff development programs, inservice, and conferences must be completed.

Work year is Teacher work year plus 10 days.
 Counselor Salary Schedule is 1.10 ratio of Teacher Salary Schedule

CE Schedule 104
 Adopted: 4/16/10
 Effective: 7/1/10
 6% increase

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
 July 1, 2009 to June 30, 2012

Appendix B-2
 HEMET UNIFIED SCHOOL DISTRICT
 OCCUPATIONAL THERAPIST AND PSYCHOLOGIST
 2010-2011 SALARY SCHEDULE

STEP	Classification A	Classification B	Classification F*
1	66,527	71,140	
2	68,547	73,416	
3	70,568	75,679	
4	74,605	77,946	
5		80,217	
6		82,788	
16*			84,730
18*			86,723
20*			88,823
22*			93,284

For purpose of qualifying for column advancement, a juris doctorate or any other post-graduate degree issued from an accredited institution shall be treated as the equivalent of a masters degree.

Classification A: Appropriate Credential (Psychologist) or current registration by the American Occupational Therapy Association and/or the National Board for Certification of Occupational Therapy (Occupational Therapist).
 Salary Ratio 1.11 of Teacher Salary Schedule Class E, Step 8-11

Classification B: Appropriate Credential plus Master's Degree
 Salary Ratio 1.11 of Teacher Salary Schedule Class F, Step 8-13

Classification F*: To qualify for each professional growth increment, experience plus three (3) semester units or 45 equivalent clock hours of participation in staff development programs, inservice, and conferences must be completed.
 Salary Ratio – 1.11 of Teacher Salary Schedule Class F* Step 16-22

Work year is Teacher Work Year Plus Ten (10) Days.

CESchedule 103
 Adopted: 4/16/10
 Effective: 7/1/10

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
 July 1, 2009 to June 30, 2012

Appendix C-1
Hemet Unified School District
2010-11 EXTRA PAY SCHEDULE

Except as otherwise noted, **extra pay** for extra services will be computed on a percentage of **Classification E, Step 5**. Amounts will be rounded off to the nearest \$1.00.

I. Ratio of Teaching Salary:

		Work Year	Work Year Responsibility		Ratio
			Factor	Factor	
A.	*Counselors	Teacher Work Year Plus 10 days	.050	.050	1.100
B.	Additional Summer Per Week work (Upon approval in advance by the Superintendent)		.025		1.025
C.	Extra Period Assignment	Extra period assignments shall be compensated at 1/6 of the employee's regular salary for the period during which the teacher performs the extra period assignment. Compensation for extra period assignments commences the first contract day the teacher receives the assignment.			

II. Fixed Amounts Per Assignment:

		High School	Percentage	Salary
A.	Academic Coach		5% [per year]	\$2,723.00
B.	Agriculture Project Supervisor		3.9% [per semester]	\$2,124.00
C.	Athletics			
	*Director of Athletics		12% [per year]	\$6,536.00
	Head Varsity Football Coach		8% [per assignment]	\$4,357.00
	All other Head Varsity Coaches		7% [per assignment]	\$3,813.00
	All Assistant Coaches		5% [per assignment]	\$2,723.00
D.	Band Advisor		8% [per year]	\$4,357.00
E.	Chorus Advisor		6% [per year]	\$3,268.00
F.	Dance Team Advisor		3% [per year]	\$1,634.00
G.	Debate Coach		3% [per year]	\$1,634.00
H.	*Department Chairperson			
	*Department with 7 or more members		5% [per year]	\$2,723.00
	*Department with 4-6 members		4% [per year]	\$2,179.00
	*Department with 3 or less members		3% [per year]	\$1,634.00

*Salary is part of contract subject to retirement.

Adopted 4/16/10 - Effective 7/1/10

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
 July 1, 2009 to June 30, 2012

Appendix C-2
Hemet Unified School District
2010-11 EXTRA PAY SCHEDULE

High School	Percentage	Salary
I. Drama Advisor	6% [per year]	\$3,268.00
J. Driver Training	[per pupil trained]	\$97.07
K. Driver Training Coordinator	5% [per year]	\$2,723.00
L. Flag & Banner Advisor	4% [per year]	\$2,179.00
M. Journalism Advisor	7% [per year]	\$3,813.00
N. Pep Squad Advisor	4% [per year]	\$2,179.00
O. Pep Squad Assistant Advisor	3% [per year]	\$1,634.00
P. Scholarship Advisor	3% [per year]	\$1,634.00
Q. Speech Coach	3% [per year]	\$1,634.00
R. *Student Activities Director	12% [per year]	\$6,536.00
S. Yearbook Advisor	7% [per year]	\$3,813.00

Stipends may be split between or among unit members if agreed to by the employees and if approved by the principal and Governing Board.

Continuation High School	Percentage	Salary
A. Sports Coordinator	3% [per year]	\$1,634.00
B. Yearbook Advisor	5% [per year]	\$2,723.00

Stipends may be split between or among unit members if agreed to by the employees and if approved by the principal and Governing Board.

Middle School	Percentage	Salary
A. Academic Coach	5% [per year]	\$2,723.00
B. Athletics		
Director of Athletics [no release time]	3% [per year]	\$1,634.00
Head Coach	2% [per assignment]	\$1,089.00
C. Band Advisor	5% [per year]	\$2,723.00
D. Chorus Advisor	5% [per year]	\$2,723.00
E. *Department Chairperson		
*Department with 7 or more members	5% [per year]	\$2,723.00
*Department with 4-6 members	4% [per year]	\$2,179.00
*Department with 3 or less members	3% [per year]	\$1,634.00
F. Drama Advisor	3% [per year]	\$1,634.00
G. Flag and Banner Advisor	3% [per year]	\$1,634.00
H. Journalism Advisor	3% [per year]	\$1,634.00
I. Pep Squad Advisor	3% [per year]	\$1,634.00
J. Student Council/Activities Advisor	5% [per year]	\$2,723.00
K. Yearbook Advisor		
	3% [per year with class]	\$1,634.00
	6% [per year without class]	\$3,268.00

Stipends may be split between or among unit members if agreed to by the employees and if approved by the principal and Governing Board.

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
 July 1, 2009 to June 30, 2012

*Salary is part of contract subject to retirement.

Adopted 4/16/10 - Effective 7/1/10

Appendix C-3
Hemet Unified School District
2010-11 EXTRA PAY SCHEDULE

Hamilton School Grades 9-12		<u>Percentage</u>	<u>Salary</u>
Extra Pay stipends at Hamilton School to be same as comprehensive high school except:			
A.	*Activities Director	8% [per year]	\$4,357.00
B.	*Athletic Director	8% [per year]	\$4,357.00

Stipends may be split between or among unit members if agreed to by the employees and if approved by the principal and Governing Board.

Elementary Schools Grades K-5		<u>Percentage</u>	<u>Salary</u>
A.	Band Advisor	4% [per year]	\$2,179.00
B.	Chorus Advisor	4% [per year]	\$2,179.00
C.	Collateral Duty	2% [per year]	\$1,089.00

Elementary Schools Grades K-8		<u>Percentage</u>	<u>Salary</u>
K-5 Grades			
A.	Band Advisor	4% [per year]	\$2,179.00
B.	Chorus Advisor	4% [per year]	\$2,179.00
C.	Collateral Duty	2% [per year]	\$1,089.00
6-8 Grades			
A.	Student Council Advisor	5% [per year]	\$2,723.00
B.	*Department Chairperson	3% [per year]	\$1,634.00
C.	Head Coach	1.32%[per assignment]	\$720.00

Stipends may be split between or among unit members if agreed to by the employees and if approved by the principal and Governing Board.

III. Hourly Wage (Effective 7/1/06):

Adult Education/Independent Study	.058%	\$31.59 per hour
Detention Duty / Saturday School	.055%	\$29.96 per hour
New Teacher Orientation	.055%	\$29.96 per hour
Home & Hospital	.070%	\$38.13 per hour
R & D Rate	.080%	\$43.57 per hour
Summer School	NA	\$42.82 per hour

*Salary is part of contract subject to retirement.

Adopted 4/16/10 - Effective 7/1/10

Appendix C-4
Hemet Unified School District
2010-11 EXTRA PAY SCHEDULE

IV. An isolation factor will be paid to teachers assigned to Cottonwood School in the following manner:

Teachers assigned to Cottonwood School during the 1997-98 school year who received an isolation factor during that year of \$400 or \$500 shall continue to receive that sum in the future if assigned to Cottonwood School. The isolation factor shall be paid in the last pay warrant of the school year. A year of service is defined as teaching 75% of the school year.

Teachers assigned to Cottonwood School during the 1997-98 school year who received an isolation factor during that year of less than \$400, or first assigned to Cottonwood School during the 1998-99 school year or later, shall receive an isolation factor of \$300 per year while assigned to Cottonwood School. The isolation factor shall be paid in the last pay warrant of the school year. A year of service is defined as teaching 75% of the school year.

V. Compensation For Involuntary Transfers

Shall remain for the duration for the involuntary transfer (Article 10.3.6 Collective Bargaining Agreement)

Cottonwood	\$750.00
Hamilton	\$750.00
Idyllwild	\$450.00
Winchester	\$210.00

VI. Mileage Reimbursement

\$.50 per mile or Board policy, whichever is greater.

VII. *Stipend for Speech Therapists

Speech Therapists shall receive a stipend of **5%** of Classification E, Step 5.

VIII. *Stipend for Earned Doctorate

Stipend for Ph.D. or Ed.D. from an accredited institution - \$750 per year.

***Stipend for NBPTS Certification**

Stipend for obtaining certification from the National Board for Professional Teaching Standards (NBPTS) - \$750 per year.

*Salary is part of contract subject to retirement.

Adopted 4/16/10 - Effective 7/1/10

Appendix C-5
Hemet Unified School District
2006-07 EXTRA PAY SCHEDULE

X. Substitute Service Compensation

Teachers who use their preparation period to substitute for teachers who are absent due to scheduled school business, illness, or emergencies shall be covered by the following provisions:

- a) "In Lieu" is defined as the performance of substitute service by an employee during his/her assigned preparation period in exchange for compensatory time off.
- b) Such service shall first be solicited on a voluntary basis. In the event that no volunteer can be obtained, employees may be assigned on an occasional basis to perform in lieu service.
- c) No in lieu time may be taken the last two (2) weeks of each semester except upon prior approval by the principal.

Elementary Compensation Time:

Elementary teacher compensatory time off for such service shall be granted in half-hour periods with ten (10) half hours accrued equaling one day of compensatory time. (Ten (10) half hour periods is equivalent to five (5) planning time periods.) In regard to kindergarten teachers, five (5) planning time periods used to cover another class shall equal one (1) day of compensatory time. A maximum of twenty (20) periods will be allowed per year. At the end of each school year, unused compensatory time shall be compensated at the Appendix C IIIe, R&D rate .080%, for each two half hour periods.

Secondary/Middle School Compensation Time:

Secondary including Middle School compensation time off for such service shall be granted on a period-for-period basis up to a maximum of twenty (20) periods. At the end of each school year, unused compensatory time shall be compensated at the Appendix C IIIe, R&D rate .080%.

Full-time independent study teachers paid on a salary basis shall be eligible for compensatory time off in accordance with this section.

Compensatory time off may be granted in portions of one (1) period or more upon prior approval by the principal or designee.

Under normal circumstances, employees may be permitted to take no more than two (2) consecutive days of compensatory time off. Under unusual circumstances and upon written application, a principal may authorize up to three (3) consecutive days of compensatory time off.

*Salary is part of contract subject to retirement.

Adopted 4/16/10 - Effective 7/1/10

Appendix D

Hemet Unified School District

HEALTH & WELFARE BENEFITS

Option 1

Option 2

Medical:	Blue Shield of California PPO	Medical:	Kaiser Medical \$10 co-pay
Prescriptions:	Care Mark Prescription \$10 co-pay, generic \$15 co-pay, brand name \$21 co-pay, non-formulary	Prescriptions:	Kaiser Medical \$5 co-pay, generic \$10 co-pay, brand name
Dental:	Delta Dental DPO Or Safeguard HMO	Dental:	Delta Dental DPO Or Safeguard HMO
Vision:	Vision Service Plan	Vision:	Vision Service Plan
Life:	\$50,000 policy	Life:	\$50,000 policy

Optional Flexible Benefit Plans (employee paid):

Section 125 of the Internal Revenue Code allows the Hemet Unified School District to offer employees an opportunity to participate in a variety of optional benefit plans. Because the cost of the plan(s) are paid from the employee's salary before taxes are calculated, participation can result in lower taxes and more take-home pay.

Plan	Description
AFLAC FLEX One	<ul style="list-style-type: none"> • Medical Insurance Premiums • Unreimbursed Medical Expenses • Child or Dependent Care Expenses
AFLAC Personal Short-Term Disability	Income Protection Insurance
AFLAC Income Security Plus	Accident/Sickness/Disability Insurance
AFLAC Premier Cancer Expense	Cancer Insurance

Appendix E
YOUR RIGHTS
Under the
Family and Medical Leave Act of 1993
And
The California Family Rights Act

The Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA) require the District to provide up to 12 work weeks of unpaid, job-protected leave with health benefits maintained at the same level as if the employee were working to “eligible” employees for certain family and medical reasons. Employees are eligible if they have been employed by the District for at least one year, and have actually worked at least 1,250 hours in the 12 months prior to taking the leave, excluding paid and unpaid leaves. Full-time teachers are presumed to have worked 1,250 hours unless the District can prove otherwise.

Eligible employees may take 12 work weeks of FMLA and/or CFRA leave in a fiscal year, July 1 through June 30. Leave taken under the FMLA shall run concurrently with leave taken under the CFRA except for pregnancy, childbirth, or related disabilities, where the employee shall be entitled to 12 work weeks of leave under the FMLA to run concurrently with available paid leave and Pregnancy Disability Leave Act (PDLA), and 12 work weeks under the CFRA following exhaustion of FMLA and PDLA leave.

Reasons for Taking Leave:

Unpaid leave must be granted to eligible employees for **any** of the following reasons:

- To care for the employee’s child after birth, or placement for adoption or foster care, within one year of the birth or placement;
- To care for the employee’s spouse, dependent child, or parent/guardian, with a serious health condition; or
- Under the CFRA only and effective January 1, 2005, to care for the employee’s registered domestic partner with a serious health condition; or
- For the employee’s own serious health condition that makes the employee unable to perform the essential functions or his or her job.

Where the leave is for the birth or placement of a new child or to care for a family member with a serious health condition, the employee may substitute available personal necessity leave for the unpaid leave, which shall run concurrently with the FMLA/CFRA entitlement. Where the employee’s absence is for his or her own serious health condition, the employee shall substitute available sick leave and extended illness leave for the unpaid leave, which shall run concurrently with the FMLA/CFRA leave.

FMLA and/or CFRA leave may be taken intermittently or on a reduced-work schedule where medically necessary or where the treating physician indicates that the employee is needed to care for the ill family member on an intermittent basis. Where the leave is to care for a new child, the leave must be taken in at least two-week increments except on two occasions.

Advance Notice and Medical Certification

The employee may be required to provide leave notice and medical certification. Taking of leave may be denied or delayed if requirements are not met.

- The employee must provide 30 days advance notice when the need for the leave is “foreseeable.” If proper notice is not provided, the District may delay the commencement of the leave. Where the need for the leave is not foreseeable, the employee shall provide notice as soon as practical, within two work days.
- Where the absence is for the employee’s own serious health condition or the serious health condition of a parent, spouse, or child, the District may require medical certification, and may require second or third opinions at the District’s expense. Where the leave is for the employee’s own serious health condition, the

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

District may require a medical certification that the employee is able to return to work and perform the essential functions of his or her position.

Job Benefits and Protection

- For the duration of FMLA and/or CFRA leave, the District must maintain the employee's health coverage under any "group health plan". If the employee is normally required to pay any portion of the insurance premium, he or she must continue to pay that portion during the FMLA and/or CFRA leave.
- Upon return from FMLA and/or CFRA leave, in most circumstances, employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA and/or CFRA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Unlawful Acts by Employers

The FMLA and CFRA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under the FMLA and/or CFRA;
- Discharge or discriminate against any person for opposing any practice made unlawful by the FMLA and/or CFRA or for involvement in any proceeding under or relating to the FMLA and/or CFRA.

Enforcement:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations of the FMLA;
- The California Department of Fair Employment and Housing is authorized to investigate and resolve complaints of violations of the CFRA;
- An eligible employee may bring a civil action against an employer for violations.

The FMLA and CFRA do not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For Additional Information:

- For more detailed information on the District's FMLA/CFRA policy and regulations, see HUSD Board Policy/Administrative Regulation 4161.8.
- For questions or complaints concerning the FMLA, contact the nearest office of the Wage and Hour division, listed in most telephone directories under U.S. Government, Department of Labor, or online at www.dol.gov/esa/whd.
- For questions or complaints concerning the CFRA, contact the nearest office of the California Department of Fair Employment and Housing, listed in most telephone directories under state government, or online at www.dfeh.ca.gov.

Appendix F-1
MEMORANDUM OF UNDERSTANDING
BETWEEN THE HEMET UNIFIED SCHOOL DISTRICT
AND THE HEMET TEACHERS ASSOCIATION

This memorandum of understanding is entered into by and between the Hemet Unified School District (District) and the Hemet Teachers Association, CTA/NEA, (HTA), concerning year-round schools and shall modify the current collective bargaining agreement between the District and HTA and shall expire with that agreement if not renewed.

1. Vacancies at Year-Round Schools

- a. When a vacancy occurs at a year-round school site, the other teachers at the same grade level as the vacant position/track assignment at that site shall have first choice at the vacancy. If more than one teacher requests the track change to the vacancy, the teacher with the most seniority shall be assigned to the vacancy unless there is a need for an authorized teacher for ELL compliance.
- b. The vacancy then created by that change shall be opened up to all other teachers at the school site. The District shall use the following criteria in selecting the teacher to fill the vacancy. The criteria are not ranked in any priority order.
 - i. Certification (credentials held)
 - ii. Qualifications (education and training)
 - iii. Legal compliance issues; for example, where the class serves English Language Learners (ELL) and whether the teacher holds a CLAD certificate or other certificate or credential appropriate to teach ELL.
 - iv. Seniority
 - v. Experience at the grade level in which the vacancy occurs
- c. Nothing in this Agreement shall permit teachers to "bump" teachers from existing positions and track assignments. This Agreement shall apply only where a position/track assignment is vacant.

2. Communications with Off-Track Teachers at Year-Round Schools

When a teacher assigned to a year-round school site is off-track, he or she may leave a self-addressed envelope with the school office and

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

request that school bulletins be sent to him or her at home during his or her off-track period. If the teacher does not leave a self-addressed envelope, he or she shall not receive school bulletins during his or her off-track period.

This Agreement shall constitute the entire agreement of the parties and may only be modified or amended in writing, signed by both parties.



Authorized Representative
Hemet Teachers Association, CTA/NEA

4-26-01
Date



Authorized Representative
Hemet Unified School District

5-2-01
Date

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
July 1, 2009 to June 30, 2012

Appendix F-2

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE HEMET UNIFIED SCHOOL DISTRICT
AND THE HEMET TEACHERS ASSOCIATION**

This memorandum of understanding is entered into by and between the Hemet Unified School District (District) and the Hemet Teachers Association, CTA/NEA, (HTA), concerning the instructional and work year, and instructional and duty minutes, at year-round schools, and shall modify the current collective bargaining agreement between the District and HTA and shall expire with that agreement if not renewed.

1. Notwithstanding Section 7.1.1 of the collective bargaining agreement, effective with the 2001-2002 school year, the instructional year for year-round school sites shall be 175 days, and the work year for certificated employees assigned to year-round school sites shall be 179 days. The instructional year and work year for year-round school sites for the 2001-2002 school year is attached as Exhibit A. All other provisions of Section 7.1.1 shall remain in full force and effect for certificated employees assigned to year-round school sites.

2. Notwithstanding Section 7.1.6 of the collective bargaining agreement, effective with the 2001-2002 school year, the instructional minutes for regular duty days at year-round school sites shall be increased by ten (10) minutes per day as follows:

Kindergarten:	210 Instructional Minutes
Grades 1-3:	313 Instructional Minutes
Grades 4-5:	324 Instructional Minutes

The total regular duty day for certificated employees assigned to year-round school sites shall increase by ten (10) minutes to 389 minutes per regular duty day. All other provisions of Section 7.1.6 shall remain in full force and effect for certificated employees assigned to year-round school sites.

This Agreement shall constitute the entire agreement of the parties and may only be modified or amended in writing, signed by both parties.

Jerry Hall
Authorized Representative
Hemet Teachers Association, CTA/NEA

4-26-01
Date

Dan Zereby
Authorized Representative
Hemet Unified School District

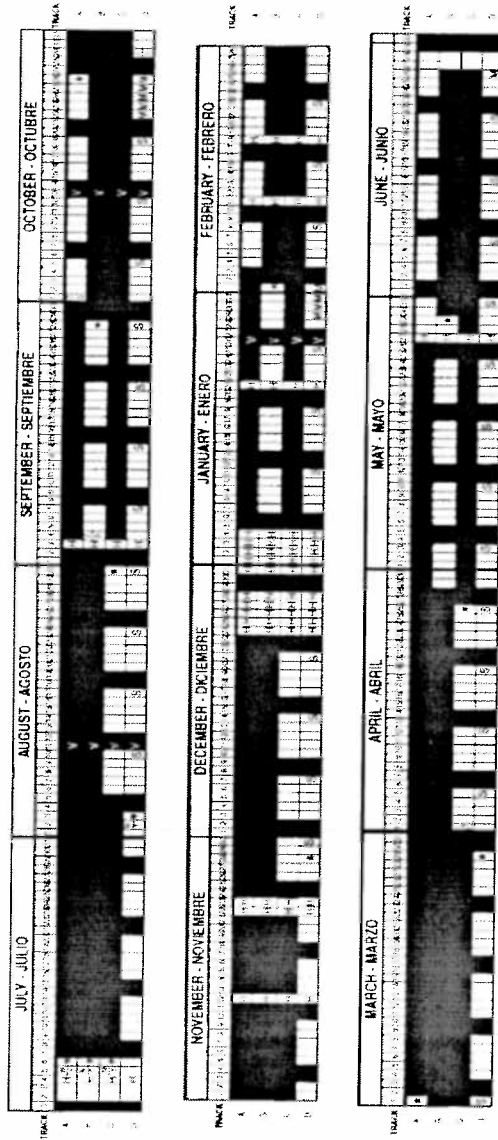
5-2-01
Date

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
 Collective Bargaining Agreement
 July 1, 2009 to June 30, 2012

HEMET UNIFIED SCHOOL DISTRICT - DISTRITO ESCOLAR UNIFICADO DE HEMET
 YEAR-ROUND SCHOOL CALENDAR
 CALENDARIO ESCOLAR DE TODO EL AÑO

60/20

2001-02



STUDENT DATES OF ATTENDANCE

Track	Start	End
A Track	August 13th	January 26th
B Track	August 13th	January 26th
C Track	August 13th	January 26th
D Track	August 13th	January 26th

PROGRESS REPORTS, REPORT CARD SCHEDULE

Track	Progress Reports	Report Cards
Track A	8/13 - 8/20, 11/12 - 11/19, 2/12 - 2/19, 5/12 - 5/19	8/13 - 8/20, 11/12 - 11/19, 2/12 - 2/19, 5/12 - 5/19
Track B	8/13 - 8/20, 11/12 - 11/19, 2/12 - 2/19, 5/12 - 5/19	8/13 - 8/20, 11/12 - 11/19, 2/12 - 2/19, 5/12 - 5/19
Track C	8/13 - 8/20, 11/12 - 11/19, 2/12 - 2/19, 5/12 - 5/19	8/13 - 8/20, 11/12 - 11/19, 2/12 - 2/19, 5/12 - 5/19
Track D	8/13 - 8/20, 11/12 - 11/19, 2/12 - 2/19, 5/12 - 5/19	8/13 - 8/20, 11/12 - 11/19, 2/12 - 2/19, 5/12 - 5/19

HOLIDAYS

Month	Day	Holiday
August	5th	NEW TEACHER DAYS
August	26th	NEW TEACHER DAYS
September	5th	LABOR DAY
October	13th	COLUMBUS DAY
November	11th	NOVEMBER 11th
December	25th	CHRISTMAS DAY
December	26th	CHRISTMAS DAY
January	1st	NEW YEAR'S DAY
February	19th	VALENTINE'S DAY
March	19th	MARCH 19th
April	1st	EASTER
May	25th	MAY DAY
June	19th	JUNEFEST
June	20th	JUNEFEST
June	21st	JUNEFEST
June	22nd	JUNEFEST
June	23rd	JUNEFEST
June	24th	JUNEFEST
June	25th	JUNEFEST
June	26th	JUNEFEST
June	27th	JUNEFEST
June	28th	JUNEFEST
June	29th	JUNEFEST
June	30th	JUNEFEST

VOLUNTARY DAYS: August 11th, October 13th, January 26th
 Approved by the Governing Board

Appendix G

The California Standards for the Teaching Profession

<p>1. Engaging and Supporting All Students in Learning</p> <ul style="list-style-type: none"> 1.1 Connecting students' prior knowledge, life experience and interests with learning goals. 1.2 Using a variety of instructional strategies to respond to students' diverse needs. 1.3 Facilitating learning experiences that promote autonomy, interaction and choice. 1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful. 1.5 Promoting self-directed, reflective learning for all students. 	<p>2. Creating and Maintaining Effective Environments for Student Learning</p> <ul style="list-style-type: none"> 2.1 Creating a physical environment that engages all students. 2.2 Establishing a climate that promotes fairness and respect. 2.3 Promoting social development and group responsibility. 2.4 Establishing and maintaining standards for student behavior. 2.5 Planning and implementing classroom procedures and routines that support student learning. 2.6 Using instructional time effectively.
<p>3. Understanding and Organizing Subject Matter for Student Learning</p> <ul style="list-style-type: none"> 3.1 Demonstrating knowledge of subject matter and student development. 3.2 Organizing curriculum to support student understanding of subject matter. 3.3 Interrelating ideas and information within and across subject matter areas. 3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter. 3.5 Using materials, resources and technologies to make subject matter accessible to students. 	<p>4. Planning Instruction and Designing Learning Experiences for All Students</p> <ul style="list-style-type: none"> 4.1. Drawing on and valuing students' backgrounds, interests and developmental learning needs. 4.2. Establishing and articulating goals for students learning. 4.3. Developing and sequencing instructional activities and materials for student learning. 4.4. Designing short-term and long-term plans to foster student learning. 4.5. Modifying instructional plans to adjust for student needs.
<p>5. Assessing Student Learning</p> <ul style="list-style-type: none"> 5.1. Establishing and communicating learning goals for all students. 5.2. Collecting and using multiple sources of information to assess student learning. 5.3. Involving and guiding all students in assessing their own learning. 5.4. Using the results of assessment to guide instruction. 5.5. Communicating with students, families and other audiences about student progress. 5.6. Evidence of student progress towards the attainment of grade level academic standards as evidenced by results from multiple measures of performance. 	<p>6. Developing as a Professional Educator</p> <ul style="list-style-type: none"> 6.1. Reflecting on teaching practice and planning professional development. 6.2. Establishing professional goals and pursuing opportunities to grow professionally. 6.3. Working with communities to improve professional practice. 6.4. Working with families to improve professional practice 6.5. Working cooperatively with colleagues to improve professional practice. 6.6. Complies with district and school site established rules, regulations, policies, contracts and laws.

INDEX

A

abandonment of position	50
ABSENCE TO ATTEND MEETINGS	81
civic responsibilities	82
membership fees or dues	82
professional educational organizations	81
reimbursement of expenses	81
related to assignments	81
abuse of school personnel, reporting	54
Ad Hoc Committee	42
Adoptive Leave	51
Adult Education Sick Leave	45
Adult Education Teachers	17
Necessary Attendance	18
On Site Time	18
workhours	17
advancement on salary schedule	26
coursework	28
professional growth	29
AFLAC	95
after school duty schedule, classroom teachers	13
after school duty, waiver of	15
agendas, governing board, Association rights	7
AGREEMENT	1
amending, District rights	6
calendars, negotiations	1
copy of	2
effective dates	1
initial proposal	1
invalid section, part, term, provision	80
terms of	1
announcements at faculty meetings, Association rights	7
approval of coursework	28
arbitration, grievance	11-12
assault or battery upon school personnel, reporting	54
assignment preferences	40
Association business	7

Association dues	3, 2-4
Association Leave	50
Association representation, grievance	9
ASSOCIATION RIGHTS	6-7
authorization for deduction of dues, fees, assessments	3
automatic payroll deduction	3

B

before school duty schedule, classroom teachers	13
Benefits, Health and Welfare	20, 95
Bereavement Leave	45
budget, District rights	5
bulletin boards, Association rights	7

C

calendar, negotiations	1
calendar, year round education	42
California Standards for the Teaching Profession	58, 60, 102
Catastrophic Leave	52
CERTIFICATED DISCIPLINE PROCEDURE	74-77
causes for dismissal	74
causes for suspension	75
causes for written reprimand	74
changes in law	77
District Rights	77
employee rights	76
negotiations	77
notification of decision to suspend or not, timeline	76
pre-suspension discussion	76
pre-suspension discussion timeline	76
response to notice of suspension	76
right to representation	76, 77
Rules of Conduct	74
scheduling of suspension	76
suspension days, first offense	77

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
 July 1, 2009 to June 30, 2012

INDEX

suspension days, subsequent offenses	77	day defined	64
written notice of intent to suspend	75	grievance procedure	64
civic responsibilities	82	meeting between complainant and employee	62
CLASS SIZE	56	personnel file, documents in	63
class size reduction, retired teachers	32	prior to filing a complaint	62
CLASSROOM TEACHER INSTRUCTIONAL		regarding a unit member	62
IMPROVEMENT PROGRAM	77-79	release time to review/respond	63
Criteria for Nomination and Selection	78	report to unit member	62
Grant Awards	79	request for Governing Board review	64
Grant Selection Committee	78	right of employee to appeal to Superintendent	63
Introduction	77	right to hearing in open session	64
Classroom Teachers	12	right to representation	62
after school duty schedule	13	site administrator as intermediary	63
before school duty schedule	13	written complaint	62
conferences	13	written complaint, copy to employee	62
duty minutes	13, 14	COMPLETION OF MEET AND	
extended day schedules	13	NEGOTIATION	85
hours of employment	12	CONCERTED ACTIVITIES	80-81
lunch period	13	conferences	
program assignments	13	classroom teachers	13
recess supervision	14	grievances	9
workday	12	pre-evaluation	59
workweek	12	confidentiality requirement, student information	56
workyear	12	Consulting Teachers	68-72
coaching assignments	40	contract out work, District rights	6
collateral duty positions, elementary	31	contract year, modifications	43
college teaching experience	26	Contracts and Notice of Employment	31
combination classes, grade levels	57	costs, health and welfare benefits	20
committees		counselors	
Ad Hoc, year round education	42	assignment at more than 2 sites	18
Grant Selection, Instructional Improvement Grant	78	evaluations	61
HTA/District collaborative	17	Course Work	28
insurance	22	Course Work Approval	28
Joint (PAR)	64	advancement on salary schedule	28
Safety	55	approved activities	30
communication, emergency situations	54	banking units/hours	30
communications to teachers, Association rights	7	employees responsibility	29
communications with off track teachers	98	filing credits	28
Compensation for Involuntary Transfers	38	filing timelines	29
COMPLAINT PROCEDURE	62-64	official transcripts	29
administrator's response to complaint	63	retroactive credit	29
attempt to discuss complaint with employee	62	timeline for submitting	28
		curriculum, District rights	5

INDEX

Custodial Assistance	42
transfers	37
year round education	42

D

Delta Dental	95
demotion, District rights	6
Designation of Year-Round Schools	42
directory of employees, Association rights	7
discipline procedures	
certificated	74
student	56
discretionary leave	46
Disputes involving Article 3, membership	4
District management	5-6
District powers of direction	5-6
District powers provided by law	6
District Reorganization	40-41
change in grade level configuration	40
meeting with impacted staff	40
opening new schools	40
voluntary transfer requests	41
work calendar changes, voluntary transfer	41
year round calendar	40
DISTRICT RIGHTS	5-6
certificated discipline procedure	77
health exam of employee	43
dues	3
Duty Minutes	
classroom teachers	13-14
elementary music teachers	15
elementary physical education teachers	15
elementary teachers, grades 1-3	14
elementary teachers, grades 4-8	14
field trip days	15
kindergarten teachers	14
middle school teachers, grades 6-8	14
secondary teachers, grades 9-12	14

E

Early Retirement

medical insurance	22
educational goals, policies, objectives, District Rights	5
EFFECT OF AGREEMENT; ENTIRE AGREEMENT	82
elementary	
class staffing ratio	57
collateral duty positions	31
music teacher, duty minutes	15
physical education teachers, duty minutes	15
planning time teachers	15
planning time teachers, middle school schedule	15
preparation periods	17
teachers, grades 1-3, duty minutes	14
teachers, grades 4-8, duty minutes	14
Elementary Collateral Duty Positions	31
applying for	32
eligibility for	31
examples of	32
posting of	32
proposals for positions	32
sharing/splitting positions	32
stipend	32
emergency credential, salary placement	23
emergency situations, communication	54
emergency, cases of, District rights	5
emergency, determination of, District rights	6
EMPLOYEE EVALUATION AND OBSERVATION PROCEDURES	57-61
employees with disabilities	83
Employment of Retired Teachers for Class Size Reduction	32
compensation	33
eligibility for	33
employing as a special class	32
health and welfare benefits	33
purpose of	32
termination of	33
termination, benefit credit	33
valid credential	33
Employment-Related Subpoena Leave	52
evaluating, District rights	6
evaluations	

INDEX

<p>California Standards for the Teaching Profession 60</p> <p>change in conditions affecting elements 59</p> <p>conference, pre-evaluation 59</p> <p>counselors 61</p> <p>curricular objectives 60</p> <p>defined 58</p> <p>discussion of evaluation, timeline 60</p> <p>distribution of report 61</p> <p>elements of 59</p> <p>final evaluation timeline 60</p> <p>form 67</p> <p>formal observation 59</p> <p>goals and objectives 59</p> <p>grievances of 61</p> <p>instructional techniques, strategies 60</p> <p>learning environment 60</p> <p>non-classroom teacher 61</p> <p>notice of first formal observation 59</p> <p>notification of 59</p> <p>observation 59</p> <p>permanent employees 57</p> <p>prior notice 59</p> <p>probationary employees 57</p> <p>progress of pupils 59</p> <p>recommendations to improve performance 58</p> <p>timelines 60</p> <p>unsatisfactory 57</p> <p>unsatisfactory rating 61</p> <p>written reaction or response 61</p> <p>excluded employees 2</p> <p>exemption from service fee 4</p> <p>experience, salary schedule advancement 26</p> <p>extended day schedules, classroom teachers 13</p> <p>Extended Illness Leave 48</p> <p>Extra Duty Position 39-40</p> <p style="padding-left: 20px;">coaching assignments 40</p> <p style="padding-left: 20px;">interviews 40</p> <p style="padding-left: 20px;">posting of 39</p>	<p>faculty meetings 16</p> <p>faculty meetings, announcements during, Association rights 7</p> <p>Family and Medical Leave Act of 1993 96</p> <p>Family Care and Medical Leave 51</p> <p>field trip days, duty minutes 15</p> <p>Final Report Peer Assistance Report to Joint Panel 103</p> <p>Flexible Benefit Plans 95</p> <p>Foundation for Medical Care 95</p>
G	
<p style="border: 1px solid black; padding: 5px; text-align: center;">F</p> <p>facilities, District rights 5</p>	<p>general assessments 3</p> <p>goals and objectives 59</p> <p>governing board agendas, Association rights 7</p> <p>grade submission, secondary teachers 19</p> <p>GRIEVANCES 8-12</p> <p style="padding-left: 20px;">arbitration 11</p> <p style="padding-left: 20px;">complaint procedure 64</p> <p style="padding-left: 20px;">conferences 9</p> <p style="padding-left: 20px;">day, defined 8</p> <p style="padding-left: 20px;">Definition 8</p> <p style="padding-left: 20px;">District notification of resolution 9</p> <p style="padding-left: 20px;">evaluations 61</p> <p style="padding-left: 20px;">filing 9-11</p> <p style="padding-left: 20px;">forms, changing 9</p> <p style="padding-left: 20px;">hearings 9</p> <p style="padding-left: 20px;">involuntary transfer 38</p> <p style="padding-left: 20px;">Level I 10</p> <p style="padding-left: 20px;">Level II 10</p> <p style="padding-left: 20px;">Level III 10</p> <p style="padding-left: 20px;">Level IV 11</p> <p style="padding-left: 20px;">Purpose 8</p> <p style="padding-left: 20px;">release time 9</p> <p style="padding-left: 20px;">Representation by Association 9</p> <p style="padding-left: 20px;">representative release 10</p> <p style="padding-left: 20px;">response to 9</p> <p style="padding-left: 20px;">rights of employee 9</p> <p style="padding-left: 20px;">time limits 9</p>

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
 July 1, 2009 to June 30, 2012

INDEX

H

HEALTH AND WELFARE BENEFITS 20–22,
95

costs	20
District contribution	20
employees on leave of absence	50
part-time salaried employees	20
spouses employed by District	22
healthcare, student, training in	55
hearing, grievance	9
Helen Hunt Jackson Teachers	31
salaries	31
hiring, District rights	6

HOURS OF EMPLOYMENT 12–20

counselors	16
full-time employees	16
librarians	16
nurses	16
psychologists	16
regular part-time employees	16
speech therapists	16
hours of work	16
HTA business, use of Wednesdays	7

I

immediate family, defined	45
individual staff development activities, professional growth	31
Industrial Illness and Accident Leave	48
initiation fees	3
instructional assistance, kindergarten teachers	18
Instructional Improvement Grant	77
award of funds	79
nomination and selection criteria	78
selection committee	78
insurance committee	22
intent to return to employment	50
intern pre-intern salary placement	23
interviews, extra duty positions	40
Involuntary Reassignments	38
Involuntary Transfer	36

compensation	38
custodial assistance	37, 41
effective date, notice of	37
future request for voluntary transfer	36
grievances	38
isolation factor stipend	38
notification of	36
outlying schools	38
preferential transfer rights	37
release time	41
staff reductions	37
timing of	37
IRC 125 Plan	22
isolation factor stipend	
involuntary transfers	38

J

Joint Committee	64
Jury Duty	51
jury fees, remitting to district	51
mileage reimbursement	51
release time and sub for extended service	51

K

Kaiser	95
Kindergarten Teachers	18
duty minutes	14
instructional assistance	18
lunch duty	18
Registration	18
supervision of students	18

L

lawsuits involving organizational security	5
LEAVES	43
abandonment of position	50
accident involving employee's property	46
adoption of child	46
adoptive	51
appearance in court	46

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
 July 1, 2009 to June 30, 2012

INDEX

Association business	50
bereavement	45
birth of child	46
care for member of immediate family	50
child rearing	50
death of member of immediate family	46
discretionary	46
educational research or travel	50
employment related subpoena	52
extended illness	48
Family and Medical Leave Act	96
Family Care and Medical Leave	51
health and welfare benefits	50
immediate family, defined	45
imminent danger to the home	46
industrial illness and accident	48
intent to return to employment	50
jury duty	51
long term illness of the unit member	50
maternity	49
participation in school activities of child	47
personal necessity	45
personal reasons	50
professional study	50
reasons of health	50
reemployment list	49
sabbatical	50
serious illness of member of immediate family	46
service in an elected public office	50
sick leave	43
without compensation	50
Leaves of Absence for Personal Reasons	50
liability, protection for employees	55
librarians, hours of work	16
Life Insurance	95
LOTTERY REVENUE	80
allocation of	80
decision making process, involvement of unit members	80
expenditure at individual worksites	80
use of funds	80
lunch duty, kindergarten teachers	18
lunch period, classroom teachers	13

M

mail service, use of, Association rights	7
materials storage, year round education	43
Maternity Leave	49
meet and negotiation process	1, 85
membership dues	3
middle school teachers	
grades 6-8, duty minutes	14
mileage reimbursement for jury duty	51
Military Leave	53
misapplication/misinterpretation of Agreement, grievance	8
Modifications to Regular Contract Year	43
modifying Agreement policies and practices, District rights	6

N

National Board for Professional Teaching Standards Certification Stipend	31
necessary attendance, adult education teachers	18
negotiations	
certificated discipline procedure	77
New Teachers	18
orientation	18
orientation rate of pay	18
non-classroom teacher evaluations	61
NONDISCRIMINATION	83
interpretation	83
reasonable accommodation	83
waiver of contractual rights	84
nonmembers service fee	3
notice of employment	31
notices of Association activities, posting	7
notification of grievance resolution to Association	9
notification of student suspension or expulsion	56
nurses, hours of work	16

O

observation procedures	
notice of first formal	59

INDEX

observation report	60	in-service/training opportunities	71
written report	60	program amendments	73
written report, right to rebut	60	referral to	61
off track teachers, communication with	98	Referred Participating Teacher	67, 68
official transcripts, course work approval	29	assignment to consulting teacher	68
on site time, adult education teachers	18	defined	67
open house activities	16	identification of	67
ORGANIZATIONAL SECURITY	2	right to representation	68, 71
orientation, new teachers	18	teacher evaluation based upon pupil progress	72
P			
parent conferences	16	Volunteer Participating Teacher	67
parent-teacher meetings	16	assignment to consulting teacher	68
partial assignments, secondary teachers	19	communication with consulting teacher	68
Participating Teacher	67-68	defined	68
Referred Participating Teacher	67	Peer Assistance Report	103
Volunteer Participating Teacher	67	personal leaves without compensation	50
part-time employees, hours of work	16	personal liability for employees	55
payroll deduction, dues, fees, assessments	3	Personal Necessity Leave	45
Payroll Statement/Stub	31	placement on salary schedule	23
PCS	95	planning time teachers	15
PEER ASSISTANCE AND REVIEW (PAR)	64-74	elementary schedule	15
budget priorities and considerations	72	middle school schedule	15
Consulting Teacher	68	posting notices of Association activities	7
application for	69	posting of extra duty assignments	39
assistance to participating teachers	70	powers of direction, District rights	5-6
compensation	70	preparation periods	14
defined	69	delivery plan during parent conferences	17
flexibility of schedule	69	elementary teachers	17
hold harmless	72	elementary teachers, grades 1-8	14
meeting with referred participating teacher	70	secondary teachers	16
monitoring of progress of referred participating		preparation time equalization, parent conferences	17
teacher	70	Private School Experience	25
qualifications of	69	professional educational organizations, leadership	
release time	69	roles	81
rights of bargaining unit members	70	Professional Growth Increments	29
rights upon completion of service	71	advancement on salary schedule	29
selection and approval	69	approval by administrator	30
term	70	approved activities	30
Joint Committee	64-67	banking units or hours	30
hold harmless	72	compensation time, use of	30
Participating Teachers	67	individual staff development activities	31
		official transcripts	29
		retroactive credit	29
		salary schedule advancement	29

INDEX

staff development activities	29	retired teachers, class size reduction	32
professional organization, payment of dues or membership fees	82	retirement plans	
program assignments, classroom teachers	13	medical insurance	22
promotion, District rights	6	revenue, District rights	5
psychologist		right to suspend students	56
hours of work	16	rights of employee, grievances	9
		Rodda Act	1

R

Reasonable Accommodation	83
lack of viable alternative	84
meet and negotiate	84
notification to Association	83
obligation to accept	84
waiver of term or condition of Agreement	84
recess supervision, classroom teachers	14
RECOGNITION	2
Adult Education teachers	2
excluded employees	2
Helen Hunt Jackson teachers	2
Home and Hospital teachers	2
preschool teachers	2
temporary employees	2
Recognition of Previous Experience	24
Reemployment of Former Employees	31
Referred Participating Teacher	67
registration of Kindergarten students	18
release time, grievance hearing or conference	9
release time, HTA president	8
religious belief, as reason for non-membership reporting	4
abuse of school personnel	54
assault or battery upon school personnel	54
threat of force or violence	54
unsafe conditions	54
representation, grievance	9
representatives, duty and obligation of	81
requirement, confidentiality	56
rescinding Agreement policies and practices,	
District rights	6
response to evaluation	61
responsibility for student safety	55

S

Sabbatical Leave	50
safe working environment	53
Safety Committee	55
SAFETY CONDITIONS	53
safety standards	54
compliance with	54
SALARIES	23-34
Helen Hunt Jackson teachers	31
salary schedule advancement	26
emergency credential	27
experience	26
intern or pre-intern	27
professional growth	29
waiver	27
year round education	42
salary schedule placement	23
college teaching experience	26
emergency credentials	23
intern, pre-intern	23
previous teaching experience	24
private school experience	25
vocational experience	25
waiver	23
year of service defined	26
SAVINGS	80
school equipment, use of, Association rights	6
school facilities, use of, Association rights	6
secondary teachers	19
grade submission	19
grades 9-12, duty minutes	14
parent/teacher programs	19
preparation periods	16
Section 125	95

Hemet Unified School District & Hemet Teachers Association, CTA-NEA
Collective Bargaining Agreement
 July 1, 2009 to June 30, 2012

INDEX

U

underperforming schools	16
unsafe conditions, reporting of	54
use of District mail service, Association rights	7
use of private vehicle, transporting students	55
use of teacher mailboxes, Association rights	7

V

vacancies at year round schools	98
violation of agreement, grievance	8
Vision Service Plan	95
Vocational Experience	25
Voluntary Reassignments	39
voluntary transfer	34
district reorganization	41
Volunteer Participating Teacher	67

W

waiver of after school duty	15
waiver, salary placement	23
Wednesdays, Association rights	7-8
work calendar changes, voluntary transfer	41
workday	
classroom teachers	12
regular certificated employee	8
year round education	42

workhours	
adult education teachers	17
Workweek	
classroom teachers	12
workyear	
classroom teachers	12

Y

Year of Service Defined	26
year round calendar, 2001-2002	101
YEAR-ROUND EDUCATION	42
Ad Hoc Committee	42
calendar	42
communication with off track teachers	98
custodial assistance	42
Designation of Year-Round Schools	42
married teachers, involuntary transfer	41
materials storage	43
notice of discontinuance	43
salary advancement	42
scheduling children of teachers	41
substituting	43
transfer and reassignments	42
vacancies	98
workdays, teachers	42