

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

This Agreement is entered into by and between Hemet Unified School District (hereinafter, "District") and the Hemet Teachers Association (hereinafter, "Association")

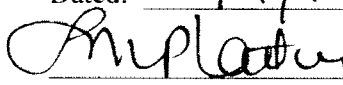
WHEREAS, the bargaining representatives of the District and the Association have met and discussed the proposed governor's budget cut.

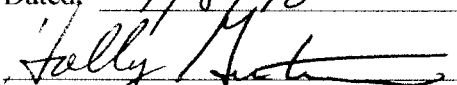
WHEREAS, the District and the Association desire to minimize any negative effect to bargaining unit members;

NOW, THEREFORE, IT IS AGREED that:

- 1) The term of this agreement is three years, from July 1, 2009 to June 30, 2012.
- 2) One work year reduction day is approximately .54% of salary for HTA bargaining unit members.
- 3) Two (2) student days (work year reduction days) will be eliminated from the 2009-2010 school year. The days to be eliminated will be May 27, 2010 and May 28, 2010. The pay reduction will be deducted in equal proportions in May 2010 and June 2010.
- 4) Eight (8) work year days will be eliminated from the 2010-2011 school year. Five (5) of the reduced days will be student days. The five (5) student days will be taken June 6 – 10, 2011. Two (2) of the reduced days will be the non-student days of August 18, 2010 and August 19, 2010. August 20, 2010 is the first teacher work day of the 2010-2011 school year and will be reserved for teacher preparation for the arrival of students. Meetings on that day will be limited to 120 minutes. The pay reductions will be deducted in equal monthly proportions throughout the 2010-2011 school year. October 15, 2010 (elementary calendar) and January 21, 2011 (secondary calendar) will be student days. November 12, 2010 will be the third non-student day.
- 5) All step and column changes will be applied throughout this agreement.

- 6) The total FTE's released through the lay-off process for the 2010-2011 school year will not exceed fifteen (15).
- 7) Eight (8) work year days will be eliminated from the 2011-2012 school year. Five (5) of the reduced days will be student days. Two (2) of the reduced days will be the August non-student days TBD. The first teacher work day of the 2011-2012 school year will be reserved for teacher preparation for the arrival of students. Meetings on that day will be limited to 120 minutes. The third non-student reduced day will be taken on December 23, 2011. The pay reductions will be deducted in equal monthly proportions throughout the 2011-2012 school year. The five (5) student days will be reduced from the end of the school year in June of 2012.
- 8) Any increase to the actually funded base revenue limit shall be applied to employee compensation. The district and the association shall meet and confer about the use of these additional funds.
- 9) The 182 day revised work year for 2009-2010 and the 176 day revised work years for 2010-2011 and 2011-2012 shall be reported to the Riverside County Office of Education and will represent a full year of service credit in the State Teacher's Retirement System (STRS) for certificated personnel.
- 10) At the expiration of this agreement, the work year and salary schedules in effect for the 2008-2009 school year (attached) shall be reinstated for all bargaining unit members.
- 11) During the term of this agreement a principal will be allowed to have two (2) meetings per month, rather than three (3) meetings per month, that may last for one (1) hour each. The current 3 meetings per month will resume after June 30, 2012.
- 12) Parties agree to contract language changes as indicated in the Collective Bargaining Agreement contract term, July 1, 2009 to June 30, 2012.

Dated: 9/9/10

Authorized Representative
Hemet Unified School District

Dated: 9/8/10

Authorized Representative
Hemet Teachers Association

Appendix A

HEMET UNIFIED SCHOOL DISTRICT 2008-2009 TEACHER SALARY SCHEDULE

Classifications

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	44,161	45,105	46,613	49,328	52,050
2	44,504	45,454	48,410	51,234	54,188
3	44,848	47,010	50,180	53,139	56,322
4	45,192	48,560	51,979	55,044	58,463
5	46,653	50,103	53,755	56,943	60,597
6	48,109	51,658	55,544	58,854	62,734
7	49,571	53,224	57,340	60,748	64,876
8	52,494	54,776	59,120	62,657	67,004
9		57,871	60,914	64,562	69,146
10			62,693	66,464	71,277
11			66,274	70,267	73,415
12					75,553
13					77,973
16**					79,802 **
18**					81,681 **
20**					83,657 **
22**					87,860 **

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: 184 DAYS

CESchedule 102
Adopted: 11/7/06
Effective: 7/1/07

Appendix B-1

HEMET UNIFIED SCHOOL DISTRICT 2008-2009 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	44,161	48,577	49,617	51,274	54,261	57,254
2	44,504	48,955	49,999	53,251	56,360	59,605
3	44,849	49,332	51,709	55,199	58,453	61,956
4	45,192	49,711	53,414	57,175	60,552	64,311
5	46,653	51,319	55,112	59,131	62,637	66,657
6		52,921	56,822	61,096	64,739	69,008
7		54,529	58,546	63,076	66,826	71,364
8		57,743	60,252	65,034	68,921	73,705
9			63,661	67,006	71,018	76,061
10				68,961	73,111	78,405
11				72,903	77,293	80,755
12						83,108
13						85,770
16*						87,782
18*						89,847
20*						92,024
22*						96,645

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: 11/7/06
Effective: 7/1/07

Appendix B-2

HEMET UNIFIED SCHOOL DISTRICT
OCCUPATIONAL THERAPIST AND PSYCHOLOGIST
2008-2009 SALARY SCHEDULE

STEP	Classification A	Classification B	Classification F*
1	69,550	74,373	
2	71,662	76,752	
3	73,775	79,119	
4	77,996	81,489	
5		83,862	
6		86,550	
16*			88,581
18*			90,665
20*			92,860
22*			97,524

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: 11/7/06
Effective: 7/1/07

Appendix C

Hemet Unified School District

2008-2009 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 Responsibility			
		Work Year	Factor	Factor	Ratio
A.	*Counselors	Teacher Work Year Plus 10 days	.050	.050	1.100
B.	Additional Summer work (Upon approval in advance by the Superintendent)	Per Week	.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]	\$2,847.00
B.	Agriculture Project Supervisor	3.9% [per semester]	\$2,221.00
C.	Athletics		
	*Director of Athletics	12% [per year]	\$6,833.00
	Head Varsity Football Coach	8% [per assignment]	\$4,555.00
	All other Head Varsity Coaches	7% [per assignment]	\$3,986.00
	All Assistant Coaches	5% [per assignment]	\$2,847.00
D.	Band Advisor	8% [per year]	\$4,555.00
E.	Chorus Advisor	6% [per year]	\$3,417.00
F.	Dance Team Advisor	3% [per year]	\$1,708.00
G.	Debate Coach	3% [per year]	\$1,708.00
H.	*Department Chairperson		
	*Department with 7 or more members	5% [per year]	\$2,847.00
	*Department with 4-6 members	4% [per year]	\$2,278.00
	*Department with 3 or less members	3% [per year]	\$1,708.00

* Salary is part of contract subject to retirement.

Appendix C

Hemet Unified School District 2008-2009 Extra Pay Schedule

High School		Percentage	Salary
I.	Drama Advisor	6% [per year]	\$3,417.00
J.	Driver Training	[per pupil trained]	\$97.07
K.	Driver Training Coordinator	5% [per year]	\$2,847.00
L.	Flag & Banner Advisor	4% [per year]	\$2,278.00
M.	Journalism Advisor	7% [per year]	\$3,986.00
N.	Pep Squad Advisor	4% [per year]	\$2,278.00
O.	Pep Squad Assistant Advisor	3% [per year]	\$1,708.00
P.	Scholarship Advisor	3% [per year]	\$1,708.00
Q.	Speech Coach	3% [per year]	\$1,708.00
R.	*Student Activities Director	12% [per year]	\$6,833.00
S.	Yearbook Advisor	7% [per year]	\$3,986.00

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]	\$1,708.00
B.	Yearbook Advisor	5% [per year]	\$2,847.00

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]	\$2,847.00
B.	Athletics		
	Director of Athletics [no release time]	3% [per year]	\$1,708.00
	Head Coach	2% [per assignment]	\$1,139.00
C.	Band Advisor	5% [per year]	\$2,847.00
D.	Chorus Advisor	5% [per year]	\$2,847.00
E.	*Department Chairperson		
	*Department with 7 or more members	5% [per year]	\$2,847.00
	*Department with 4-6 members	4% [per year]	\$2,278.00
	*Department with 3 or less members	3% [per year]	\$1,708.00
F.	Drama Advisor	3% [per year]	\$1,708.00
G.	Flag and Banner Advisor	3% [per year]	\$1,708.00
H.	Journalism Advisor	3% [per year]	\$1,708.00
I.	Pep Squad Advisor	3% [per year]	\$1,708.00
J.	Student Council/Activities Advisor	5% [per year]	\$2,847.00
K.	Yearbook Advisor	3% [per year with class] 6% [per year without class]	\$1,708.00 \$3,417.00

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

* Salary is part of contract subject to retirement.

Appendix C

Hemet Unified School District 2008-2009 Extra Pay Schedule

Hamilton School Grades 9-12	Percentage	Salary
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Extra Pay stipends at Hamilton School to be same as comprehensive high school except:

A. *Activities Director	8% [per year]	\$4,555.00
B. *Athletic Director	8% [per year]	\$4,555.00

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	Percentage	Salary
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A. Band Advisor	4% [per year]	\$2,278.00
B. Chorus Advisor	4% [per year]	\$2,278.00
C. Collateral Duty	2% [per year]	\$1,139.00

Elementary Schools Grades K-8	Percentage	Salary
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K-5 Grades

A. Band Advisor	4% [per year]	\$2,278.00
B. Chorus Advisor	4% [per year]	\$2,278.00
C. Collateral Duty	2% [per year]	\$1,139.00

6-8 Grades

A. Student Council Advisor	5% [per year]	\$2,847.00
B. *Department Chairperson	3% [per year]	\$1,708.00
C. Head Coach	1.32%[per assignment]	\$752.00

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%	\$33.03 per hour
Detention Duty / Saturday School	.055%	\$31.32 per hour
New Teacher Orientation	.055%	\$31.32 per hour
Home & Hospital	.070%	\$39.86 per hour
R & D Rate	.080%	\$45.55 per hour
Summer School	NA	\$42.82 per hour

* Salary is part of contract subject to retirement.

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Hemet Unified School District

2008-2009 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

Compensation for Involuntary Transfers	First Year	Second Year	Third Year
(Article 10.3.6 Collective Bargaining Agreement)			
Hamilton	\$500.00	\$333.33	\$166.67
Idyllwild	\$300.00	\$200.00	\$100.00
Winchester	\$210.00	\$140.00	\$70.00
Cottonwood	\$500.00	\$333.33	\$166.67

VI. Mileage Reimbursement

\$.445 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.

IX. *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.

Appendix C

Hemet Unified School District

2008-2009 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.