

**SUMMARY OF
TENTATIVE AGREEMENTS
BETWEEN
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT
AND
HART DISTRICT TEACHERS ASSOCIATION**

The William S. Hart Union High School District ("District") and the Hart District Teachers Association ("HDTA") (referred to collectively as "the Parties") have reached the following Tentative Agreements ("TA") resolving certificated negotiations for the 2021-2022 school year.

Tentative Agreements

The Parties have reached TA's on the following articles (copies of which are attached):

- Article 7 – Unit Member Workday
- Article 8 – Teaching Hours
- Article 9 / Appendix C – Supervision and Extra-Curricular Duties
- Article 10 – Evaluations
- Article 12 – Class Size
- Article 19 / Appendix A – Salaries
- Article 21 – Unit Member Benefits
- Article 23 – Continuation High School and Academy of the Canyons
- Article 25 – Special Education
- Article 26 – Teacher Induction Program Peer Assistance and Review (PAR)
- Article 40 – Committees

The Parties agree that this will conclude certificated negotiations for the 2021-2022 school year.

TENTATIVE AGREEMENT

William S. Hart Union High School District / HDTA Unit Member Workday

Article 7, Unit Member Workday

Revise Article 7, Unit Member Workday, as follows:

ARTICLE VII - UNIT MEMBER WORKDAY

- 7.1 The District recognizes that the varying nature of a unit member's day-to-day professional responsibilities does not lend itself solely to an instructional day of rigidly established length. Except as specified in Section 7.11, the unit member's workday shall be defined as a "Professional Day."
- 7.1.1 The unit member workday shall be defined as a "Professional Day." Unit members shall arrive at the assigned site prepared to perform their duties and may leave when their professional duties are satisfactorily completed.
- 7.2 The Association and the District share the belief that educators have professional responsibilities to foster and contribute to improved curricular programs. Duties assigned by the principal or designee shall not result in a lengthening of the unit member's workday except for the following: faculty meetings, departmental meetings, district curriculum meetings, department/area chairpersons meetings as assigned the individual unit member, occasional parent conferences and the following occasional adjunct responsibilities assigned the individual unit member: parent advisory council meetings, school curriculum meetings, **occasional** special education meetings, accreditation meetings and meetings of other groups for school and District operation and improvement.
- 7.2.1 If a unit member is requested by the site administrator to attend a parent conference involving parents of more than one student, there shall be a site administrator (principal or assistant principal) in attendance at this conference, if the unit member so requests.
- ~~7.2.2 After ten (10) IEP meetings attended outside of the professional day, a unit member shall receive the hourly rate for each hour of IEP attendance that falls outside of the member's professional day.~~
- 7.3 Faculty meetings, departmental meetings, District curriculum meetings and department/area chairpersons meetings shall normally not be called more than once each month. Exceptions shall occur only in cases of necessity.

- 7.3.1 Generally all regularly scheduled faculty and department meetings are to last no longer than seventy-five (75) minutes.
- 7.4 The adjunct responsibilities listed above shall be identified and assigned as early in the school year as possible and be as equitably assigned as possible. The District shall actively seek volunteers among the unit members at the affected school.
- 7.5 The scheduling of duties shall be done in such ways as not to intentionally extend the unit member's workday, if other reasonable meeting times can be arranged.
- 7.6 The unit member workday shall begin at a time similar to past practice, within the limits of seven (7) and nine (9) a.m. unless mutually agreed upon. Unit members may be assigned to full-time special or experimental programs that begin and end later in the day.
- 7.7 In addition to the limited discretion allowed in Section 7.1, the District shall have the right to release unit members from their duties without loss of pay for any portion of the unit member's workday at the sole discretion of the District.
- 7.8 Counselors provide academic, personal/social, and career/college readiness support for members of the school community. Because the school community includes staff, students, parents and community members, a counseling team is expected to be accessible during the times when these groups are generally present and need assistance on campus. Site administration will seek input from counseling team members in order to develop a schedule that maximizes counselor availability and prioritizes a reasonable distribution of work duties.
- 7.9 The counselor compensation schedule anticipates the fact that a counselor's "professional day" includes responsibilities unique to their position that sometimes necessitate a work schedule that extends beyond normal office hours. Counselors are compensated the additional factor as stated in Appendix B.2.1 to support the work outside of normal office hours during the standard workweek (Monday-Friday.) Examples of work outside normal hours include (but are not limited to) student/parent meetings, scheduling work, college information nights, transitional meetings, and counseling resource presentations. Work on counseling related activities on the weekend shall receive pre-approval from the unit member's supervisor and shall be granted equivalent release time.
- 7.10 Unit members assigned to full-time special or experimental positions shall normally work no longer than the maximum workday of other unit members assigned to the same job classification.
- 7.11 The workday of psychologists and school district nurses under the supervision of the Administrator of Special Education shall be no longer than eight (8) hours, including lunch as defined in 8.7.
- 7.12 Curriculum Realignment

- 7.12.1 Curriculum realignment is defined as, and is limited to, District-level initiated and directed programs designed and intended to link, coordinate, change, and adjust existent and current curriculum and courses of study.
- 7.12.2 Curriculum realignment may include examination of, review of, and/or participation in District-selected existent courses of study; State and other documents and models; decisions on changes and adjustments of District courses; discussion, planning, and writing sessions to accomplish the realignment.
- 7.12.3 The District shall actively seek volunteers among unit members. Unit members selected by the District to participate in afternoon, evening, weekend, or vacation period curriculum realignment writing sessions shall be paid the current hourly rate. The method of payment shall be mutually agreed upon by the District and unit member(s) and shall be uniform within a group.
- 7.13 Each teaching unit member shall normally have no more than three (3) teaching preparations during the regular school day. Any additional assignments shall be final only after documented consultation with the affected unit member, the appropriate department chairperson, and the principal or administrator in charge of scheduling.
- 7.14 In the event that a unit member is required to teach in different locations on their assigned campus, the total number of locations shall be no more than three (3) in any one school year unless remedied by a single location in the second semester.

TENTATIVE AGREEMENT

William S. Hart Union High School District / HDTA Teaching Hours

Article 8. Teaching Hours

Revise Article 8, Teaching Hours, as follows:

ARTICLE VIII - TEACHING HOURS

8.1 Teachers teaching full time at schools other than continuation high school shall teach not more than five (5) regularly assigned classes of students per quarter; such teachers shall have no more than twenty-five (25) teaching periods per week computed on a two (2) week basis. The length of such periods shall be in accordance with past practice, except that, following a proposal of the site principal and a majority vote of the teaching unit members, including the teacher/librarian, at a school, one (1) class period in each instructional day may be lengthened to a maximum of fifteen (15) minutes for a sustained reading time. Time for the reading period shall be taken from other time in the daily schedule.

Sustained reading time of a lengthened regular class period or of an added class period shall require no evaluation of students by the teacher.

The proposal of the site principal and the majority vote of the teaching unit members, including the teacher/librarian, shall take place at least two (2) weeks before the end of one (1) school year. The reading time or period, once begun at a school site, shall continue indefinitely unless the site principal shall discontinue it or unless a petition of the majority of the teaching unit members, including the teacher/librarian, shall call for a revote.

- 8.1.1 In the event that an overestimation of or a decline in enrollment results in staffing District-wide whereby one or more unit members may be released from regular assignment without exceeding the staffing ratios prescribed in Article XII, the District may transfer unit members to full-time substitute positions in lieu of being assigned as provided in Section 8.1. Such transfer shall not affect the annual salary or the temporary/probationary/tenured status of unit member(s) so transferred.
- 8.1.2 Whenever possible, the District shall limit such transfer to long-term, in the unit member's major/minor, and infrequent changes in worksite. Unit members so transferred shall be given preference in transfer rights at the earliest opportunity.
- 8.1.3 The District shall seek volunteers for transfer to full-time substitute positions. Should a District-initiated transfer become necessary under this section, criteria for transfer shall be least training for the present assignment, least experience for the present assignment,

and least seniority with the District. No District-initiated transfer under the provisions of this section shall affect a particular unit member for longer than one (1) full school year without voluntary consent and will not affect a particular unit member in successive years.

8.2 Teachers at schools other than continuation high school shall have five (5) assigned periods per week on campus set aside primarily for preparation and planning. These periods may also be used for referral conferences and parent conferences. These periods shall normally be duty free with the following exceptions:

8.2.1 Emergencies not related to class coverage

8.2.2 Class coverage only in cases of extreme necessity -- an extreme necessity shall be defined as a need prompted by an unplanned, unscheduled, or unforeseen event or circumstance.

8.2.3 Occasional meetings

8.3 Class coverage may be required in cases of emergencies or extreme necessity under the following conditions:

8.3.1 Class coverage shall not be required duty where one-half (1/2) day or more of coverage is required for the individual unit member who is absent, except in cases where the District is unable to obtain a qualified substitute. The District shall keep a record of all such cases and provide, upon request by the Association, verification of such case to the Association.

8.3.2 Class coverage shall be assigned in advance when possible, taking into consideration the need for the preparation period by individual unit members, and the special qualifications, if any, required for the particular class coverage involved.

8.3.3 Class coverage shall be assigned as equitably as possible among unit members. An on-deck system by which a unit member is assigned coverage for a set time period (e.g., one week) shall not be considered equitable. No unit member shall be required to cover more than one (1) class per school week unless all other available unit members have covered a class that week.

8.3.4 Records of class coverage shall be kept by the principal or designee and readily available for inspection by any affected unit member regularly assigned to that school site. 8.4 Teachers, counselors and teacher/librarians shall be compensated for class coverage at the hourly rate of pay for no less than a minimum of one (1) hour for each class covered.

8.4.1 Class coverage bank hours

8.4.1.1 For class coverages, a unit member shall be offered a choice of compensation: one hour of professional pay or "bank" hours. For each six (6) hours "banked," one (1) "comp"

day up to four (4) per year, up to two (2) days of which can be carried over from year to year, shall be granted the unit member.

- 8.4.1.2 Unit members shall declare, one time each year only, by September 1, whether to receive class coverage payment in professional pay or “banked” hours. If no declaration is received by the District by September 1 each year, the unit member shall receive professional pay for class coverage payment.
- 8.4.1.3 Unit members who are absent using a “banked” comp day shall take any combination of comp time up to a full comp day (that is, 6 hours) at a time. Prior clearance from a unit member’s immediate supervisor shall be obtained for any comp absences. The supervisors’ approval will not be unreasonably withheld. Unit members are responsible for securing a substitute prior to comp absences.
- 8.4.1.4 Unused “bank” hours left over at the end of a school year, which are not carried over as described in 8.4.1.1, shall be converted to hourly professional pay and paid to the member on the next pay cycle.
- 8.5 Class coverage shall be assigned among unit members as equitably as practicable in an established selection procedure as follows:
 - 8.5.1 First, Teachers when available Second, Counselors when available Third, Teacher/Librarians when available.
 - 8.5.2 The Alpha List (or other organizational structure) shall be reversed each semester to ensure that equal opportunities are afforded all staff.
- 8.6 A unit member shall not be required to cover more than one (1) class except in extreme emergencies. If such coverage is required, the unit member shall be compensated at the hourly rate of pay for no less than a minimum of one (1) hour for each period covered. A block period is defined as two periods and compensated as such.
- 8.7 Every unit member shall be entitled to one (1) duty-free, uninterrupted lunch period each day of at least forty (40) consecutive minutes, inclusive of passing periods. Every unit member shall be entitled to at least one (1) duty-free, uninterrupted relief 16 period each day of at least twenty (20) minutes, inclusive of passing periods.
- 8.8 It is the mutual goal of the Association and the District to enable the District to qualify for, apply for, and receive all available incentive funds for the longer day (E.C. Section 46201-46204).
- 8.8.1 Regular class periods may be increased to a maximum of sixty (60) minutes at the senior high schools and a maximum of fifty-five (55) minutes at the junior high schools, except that one (1) class period in each instructional day may be lengthened by a maximum of fifteen (15) minutes for a sustained reading time in accordance with Section 8.1. Class

periods for block schedules shall not exceed 120 minutes at the senior high schools or 110 minutes at the junior high schools.

8.8.2 Classroom enrollment maximums may be exceeded at a school site in case of natural disaster, utility failure, public disorder, semester final examinations at the senior high schools, District testing programs, pre-registration done in the classroom, or other special activities as approved by the principal.

8.8.3 Extended day

8.8.3.1 At each school site, a Unit member may be assigned a work schedule within six contiguous periods, although the school day may extend up to ten periods unless mutually agreed upon. For example, a unit member may be assigned a schedule (including a preparation period) during periods, 1-6, 2-7, 3-8, 4- 9, or 5-10.

8.8.3.2 Unit members who are assigned schedules that include periods 1, 8, 9, or 10 shall be selected from volunteers first. If schedule needs cannot be met with volunteers, a Unit member may be assigned to a schedule that includes 1, 8, 9, or 10. The selection of such assignments shall be determined by lottery from the existing pool of properly credentialed and qualified Unit members at the site, as determined by the principal and the department chair.

8.8.3.3 A Unit member may also request to work a split schedule, although the assignment shall not total more than the maximum five-period, plus preparation period, assignment.

8.8.4 Scheduling for new schools

8.8.4.1 New schools in their first year of operation may implement a block or alternative schedule without a site-based decision. To continue the block or alternative schedule at the school, a site-based vote must be conducted in the fourth quarter. The length of the working day at new schools will be consistent with the parameters in the Contract Agreement for other unit members, with the understanding that start and finish times may be varied to accommodate student needs.

8.9 Teaching Daily 6th Period

8.9.1 The Association and the District stipulate that full time permanent unit members may teach a daily 6th period class with the following exceptions:

8.9.1.1 Unit members currently participating in PAR, **unless approved by the PAR panel,** Induction or who have not achieved permanent status in the District may not teach a daily 6th period.

8.9.1.2 Unit members who receive a compensation period for other duties including, but not limited to, coaching, advising, planning, etc. may not teach a daily 6th period.

8.9.1.3 Unit members receiving a district stipend will have eligibility based on the following list:

Category A (Not eligible to accept a Daily 6th Period Assignment at any time)

- Band Director
- ~~Instrumental Music Director~~
- ~~Choir Director~~
- ~~Pep Advisor~~
- ~~Drill Team Advisor~~
- ~~Flag Team Advisor~~
- Yearbook Advisor
- Newspaper Advisor
- ~~Drama Advisor~~
- ~~Dance Production Advisor~~
- ASB Advisor
- ~~Professional Development~~ **Instructional** Coach
- English Language Development Coordinator
- Athletic Director
- Any “Head Coaching” Position

~~Category B (Eligible to accept a Daily 6th period assignment during off season)~~

- ~~• Any non-Head Coaching Position~~

Category C B (Eligible to accept a Daily 6th period assignment).

- All other stipend positions not already in category A ~~or B~~.

~~Any unit member who has 2 or more stipend positions in total from any of the three categories during any academic year is ineligible to accept a daily 6th period teaching assignment.~~

Note: a position that is paid on an hourly basis (i.e. Saturday School, Home Study, etc.) does not make the unit member ineligible to accept a daily 6th period teaching assignment.

The restrictions set forth in sections 8.9.1.1 regarding those who have achieved permanent status, 8.9.1.2 and 8.9.1.3 will not apply for year 2 probationary teachers with previous teaching experience if the District needs to create a Daily 6th period and no other eligible unit members are willing or able to teach a Daily 6th period.

8.9.1.4 Unit members who do not possess a valid credential for the designated additional teaching period may not teach a daily 6th period.

8.9.2 Site Restrictions for Daily 6th Period:

8.9.2.1 During any single semester no comprehensive high school may have more than seven (7) periods being taught by a unit member(s) as a daily 6th period.

8.9.2.2 During any single semester no junior high school may have more than five (5) periods being taught by a unit member(s) as a daily 6th period.

8.9.2.3 During any single semester no alternative school may have more than five (5) periods being taught by a unit member(s) as a daily 6th period.

8.9.2.4 During any single semester at a school site no more than three periods being taught within any one credentialed area by a unit member(s) as a daily 6th period.

8.9.3 District Responsibilities for Daily 6th Period

8.9.3.1 The District must notify the Association of all Daily 6th Period assignments in a timely manner. This may happen three times for each academic year. The first instance of notification must occur after the initial staffing period in the Spring for the following school year. The District must notify the Association by May 1st that there have been Daily 6th period assignments for the following school year. The second and third instances of notification must occur within 15 school days of the first day of classes of each semester. For the May 1st notification only, the assignments may be eliminated if summer scheduling determines that the assignments are no longer necessary.

8.9.3.2 Grievances regarding District Responsibilities for Daily 6th Period may begin at Level II of the grievance process as outlined in Article 15 of the Collective Bargaining Agreement between the District and HDTA.

8.9.4 Teaching a Daily 6th Period is strictly voluntary for all unit members.

8.9.5 This program does not relieve the district from awarding compensation periods as described in 12.8.1.2.

8.9.6 Selection Criteria for Unit Members to Teach a Daily 6th Period:

~~8.9.6.1 All positions must be posted through district HR.~~

8.9.6.2 When multiple qualified candidates apply for the same position, the assignment will go to the most senior unit member, at that particular site in the department in which the Daily 6th Period will be taught, **who is not already receiving a District stipend**. Unit members may hold the position for two (2 consecutive) semesters and then other qualified unit members, must be given the opportunity to teach that particular assignment. If there are still multiple qualified candidates, the next most senior unit member shall receive the assignment.

8.9.6.3 When all qualified unit members have had the opportunity to teach a daily 6th period the unit member who has had the longest time since their most recent daily 6th period assignment shall receive the assignment.

8.9.6.4 No unit member may teach a daily 6th period for more than four (4) consecutive semesters, **unless there are no qualified, interested unit members on site.**

8.9.7 Compensation for Teaching a Daily 6th Period

8.9.7.1 For each semester a Daily 6th Period class is taught by a unit member they will receive a factor of .083 of their current year's placement on the salary schedule.

8.9.7.2 Payment for Daily 6th Period classes taught in the Fall semester must be paid in equal monthly installments from July through December. Payment for Daily 6th Period classes taught in the Spring semester must be paid in equal monthly installments from January through June. If the assignment is not received in time to receive 6 monthly installments, the compensation is to be equally divided between the remaining months of that semester.

TENTATIVE AGREEMENT

William S. Hart Union High School District / HDTA Evaluations

Article 10, Evaluations

Revise Article 10, Evaluations, as follows:

ARTICLE X - EVALUATIONS

- 10.1 It is agreed by the parties that a principal objective of the evaluation of unit members is to maintain or improve instructional competencies in the District. It is further agreed that this objective can be more readily achieved by a willingness on the part of both parties to assist all unit members, but especially less experienced unit members, in improving their professional skills. This paragraph is expressly excluded from the provisions of Article XV, Grievance Procedures.
- 10.2 Each probationary unit member shall receive a minimum of one (1) written evaluation per school year at a conference between the unit member and the evaluator. At least one (1) written evaluation shall take place on or before the unit member's last regularly-scheduled workday in December of the school year.
- 10.3 Each permanent unit member shall receive a minimum of one (1) written evaluation every other school year at a conference between the unit member and the evaluator, except as may be modified in accordance with Section 10.3.1. If only the minimum of one (1) required evaluation every other year is given, it shall take place prior to March 1st of the school year in which it is given. Nothing in this paragraph shall preclude the evaluator or designee from conducting observations and/or evaluations each year.
- 10.3.1 Each permanent unit member who has been employed at least ten (10) years with the District, is properly credentialed and whose previous evaluation rated the member as "Meets District Standards" shall receive a minimum of one (1) written evaluation every five (5) school years at a conference between the unit member and the evaluator. This process may only be used if the evaluator and the unit member being evaluated agree. Either party may withdraw consent at any time. If only the minimum of one (1) required evaluation every five (5) years is given, it shall take place prior to March 1st of the school year in which it is given. Nothing in this

paragraph shall preclude the evaluator or designee from conducting observations and/or evaluations each year.

- 10.4 Copies of the evaluations shall be distributed as follows:
- unit member
 - district personnel file
 - evaluator
- 10.5 Prior to a formal, written evaluation dealing with classroom competencies, the evaluator or designee shall conduct a minimum of two (2) classroom observations of the unit member. One such observation shall be for a minimum of a full period and at least one other shall be for a minimum of twenty (20) minutes. Nothing in this paragraph shall prevent the unit member from inviting District representatives to observe specific classes.
- 10.6 Whenever the first or only written evaluation in a school year contains an "unsatisfactory" rating, a minimum of three (3) observations shall precede that evaluation. There shall also be a minimum of one documented, recommended intervention/improvement support activity post observations, provided by administration between each of the three (3) observations to help improve the member's ability to reach standards set forth by the California Department of Education.
- 10.6.1 A formal evaluation in one year may relate to professional and instructional competencies demonstrated in the previous year but after a prior evaluation.
- 10.7 Observations shall generally be scheduled by agreement between the unit member and the observer. This shall not preclude the observation being made without prior agreement, at the discretion of the evaluator or designee, nor preclude other visitations by District administrative personnel at the discretion of the District.
- 10.8 When observations of a full period are scheduled at least three (3) work days in advance, the unit member shall present the observer with a brief lesson plan for that class at the time of, or before, the observation. The brief lesson plan shall contain the objectives of the lesson, the methods to be used and other relevant information.
- 10.8.1 All classroom observations that are to be used as a basis for evaluation shall be written on the District Observation Form. Two signed copies of the Observation Form shall be provided the unit member within five (5) school days of the observation during a formal debrief between the observer and the unit member. The unit member shall sign and return one (1) copy of the Observation Form to the Evaluator within five (5)

school days of receipt, signifying that the unit member has seen, understood and received a copy thereof. The unit member may affix comments or any other documentation to the Observation Form which shall become permanent attachments to all copies. The Evaluator shall maintain a permanent observation file for each unit member assigned to that site. The observation file may be inspected by the unit member on request. In the event that a unit member is transferred, the permanent observation file shall be forwarded to the new site.

- 10.8.2 All non-classroom teaching unit members not receiving formal classroom observations shall, in any year when receiving a written evaluation, receive a conference with the evaluator prior to the end of the first semester. At this conference goals and objectives shall be discussed, along with any other aspects of the unit member's performance, as related to the criteria included on the evaluation form.

In the event that the evaluator determines that the unit member is deficient in any area of performance to the extent that it could result in a formal, written evaluation which contains a "needs to improve" or an "unsatisfactory," such deficiency, as related to the criteria indicated on the evaluation form, must be reduced to writing within five (5) days of the conference, and two (2) signed/dated copies presented to the unit member. The unit member shall have five (5) days to sign and return one (1) copy, and may attach whatever responses or documents the unit member deems appropriate. These documents shall be entered into the evaluator's file on the unit member in accordance with the provisions of 10.11.1 above.

It is the intent of this subsection to preclude the possibility of an evaluation containing a "needs to improve" or an "unsatisfactory" in the absence of reasonable advance warning and an opportunity for improvement to take place. Nothing in this subsection shall preclude disciplinary action being taken, and being reflected in a subsequent evaluation, in the event of flagrant misconduct.

- 10.8.3 The evaluator of District psychologists, school nurses, Teacher On Special Assignment (TOSA), District Student Partnership Program teachers, speech and language pathologists, and program specialists shall be the Assistant Superintendent or his/her District-level management designee.

- 10.9 The District shall, in cases where a major component of the evaluation is marked less than "Meets District Standards," make specific recommendations as to areas of improvement in the unit member's performance and endeavor to assist the unit member in such performance. Such assistance shall include opportunities to visit and observe other classes.

- 10.10 Unit members, except for PAR consulting teachers and PAR Panel members, shall not be assigned to participate in the evaluation of other unit members. No unit member shall be required to report an assessment of his/her own performance.
- 10.11 The evaluation of a unit member shall not be based upon unsubstantiated statements. Evaluations shall be based upon observation and/or substantiated information.
- 10.12 The forms used for the evaluation of unit members shall be uniform throughout the District for each job classification. The forms used by the evaluator or designee to report on the observations specified in Sections 10.8 through 10.11.1 shall be uniform throughout the District.
- 10.12.1 The District and the Association agree to include state-adopted revisions to the standards for the teaching profession to the District evaluation form. Any future revisions to the state CSTP will automatically trigger an update to the District evaluation form.
- 10.13 No evaluation of performance shall be predicated upon information or material which has been received by the evaluator or District from others (such as parents or citizens) or is developed by the Evaluator or other administrators of the District unless the following procedures have been followed:
- 10.13.1 With regard to information received from others (such as citizens, parents or guardians), the unit member shall first have been given written notice of same within five (5) workdays of the time at which the administrator has decided the complaint may be legitimate and warrants further action and shall have the opportunity to have a conference to discuss the matter with the principal or designee, and if so desired by the unit member, an Association representative. The interested party (citizen, parent or guardian) shall be invited to the conference.
- 10.14 No negative evaluation shall be predicated upon a unit member's use of controversial teaching materials and/or activities providing that these teaching materials and/or activities are consistent with the subject, the age and maturity levels of the students and the District's educational and curriculum guidelines and policies.
- 10.15 The unit member being evaluated shall sign and return the evaluation forms within five (5) school days of receipt, signifying that the unit member has seen, understood and received a copy thereof.
- 10.16 The unit member may respond in writing to any evaluation and may attach written comments from staff members of the school to the evaluation

forms. Such responses and written comments shall be permanently attached to all copies of the forms.

- 10.17 The evaluation of unit members, except for alleged violations of procedural matters, shall not be subject to the Grievance Procedure, Article XV.
- 10.18 The evaluation of unit members pursuant to this Article shall not be based upon the use of publishers' norms established by standardized tests. The evaluation of unit members shall not be based solely on the member's regular use or non-use of a specific instructional methodology.
- 10.19 The Association and the District will collaborate on the implementation of any state mandates in regards to teacher evaluation.
- 10.20 The evaluation of unit members teaching within a co-teaching model shall not be evaluated solely on co-teaching unless the until member only teaches within the co-teaching model.**

TENTATIVE AGREEMENT

William S. Hart Union High School District / HDTA Class Size

Article 12, Class Size

Revise Article 12, Class Size, as follows:

ARTICLE XII - CLASS SIZE

- 12.1 The District ~~shall~~ **will make a good faith effort to** maintain staffing ratios for each school year that do not fall below the following:
- 12.1.1 Junior High Schools (Grades 7-8): One (1) teacher per thirty-two (32) students who are offered six (6) classes by the District X 1.2 and/or one (1) teacher per thirty-two (32) students who are offered five (5) classes by the District.
- 12.1.2 Comprehensive Senior High Schools (Grades 9-12): One (1) teacher per thirty-three (33) students who are offered six (6) classes by the District X 1.2 and/or: one (1) teacher per thirty-three (33) students who are offered five (5) classes by the District.
- 12.2 If the application of the above ratios results in a fraction of one-half (1/2) teacher or more, **the District will consider allocating** ~~then~~ an additional teacher position ~~shall be allocated~~.
- 12.3 The number of students to be counted in computing staffing shall be the total enrollment, less:
- 12.3.1 Junior High School students enrolled in reading classes: number of classes X .5
- 12.3.2 Special Class students X .7
- 12.3.3 ELL students: number of classes X .5
- 12.3.4 CTE students X .2
- 12.4 In addition to the staffing determined by applying the staffing ratios, staff shall be provided to service the students identified in Sections 12.3.1 through 12.3.6 above, in conformance with applicable provisions of law and California Code of Regulations, Title 5. The staffing ratios do not

include counselors, teacher/librarians, speech and language pathologists, or psychologists.

- 12.5 Staffing for each school year shall be computed upon the October enrollment of that year. This October enrollment shall be projected, based upon past experience, ~~from the projected September enrollment of the same year.~~ The actual ~~September~~ **August** enrollment shall be projected to correct projected October enrollment, and staffing adjustments shall be made expeditiously ~~in accordance with ratios in Sections 12.1 and 12.2 above and the most recent projected October enrollment.~~
- 12.6 The District agrees to assign students to classes in such a manner as to equalize, as nearly as reasonably possible, the class sizes within subject areas at each school, taking into consideration the composition of each class and enrollment of IWENs (Individuals with Exceptional Needs - see Section 25.3.1). The site administrator shall accept input from the teachers, counselors and department/area chairpersons regarding equalization of such classes, and shall reasonably equalize the class sizes within a department or area.
- 12.7 Within ten (10) days after the beginning of each semester (or quarter, where applicable) each department/area chairperson shall conduct a meeting(s) of all members of the department/area and all affected counselors to discuss and, where possible, equalize the class sizes within the department/area, except as specified in Section 25.3.1. Special attention shall be given to unequal size classes of the same title held during the same period.
- 12.8 Anytime a class size **or caseload** exceeds the size listed immediately below without the explicit acceptance of the teacher and the department/area chairperson mentioned in Sections 12.13 or 12.16, the affected teacher shall notify the appropriate department/area chairperson who shall discuss the matter first with the appropriate counselor and, if necessary, with the site administrator. The site administrator shall then explain to the affected teacher why the size of the class **or caseload** cannot be reduced.

12.8.1

	Comprehensive High Schools	Junior High Schools
English	36 students	35 Students
Mathematics	36 students	35 students
Social Studies	36 students	35 students
Science	36 students	35 students
Foreign Language	36 students	35 students
Business/Accounting	36 students	35 students

Computer/Digital/Video	36 students or number of machines (if applicable), whichever is less	35 students or number of machines, whichever is less
Physical Education (except Athletic PE and team activities)	55 students	53 students
Industrial Arts	30 students	30 students
Home Economics	30 students	30 students
Art	32 students	32 students
Support Classes	25 students	25 students
Health	40 students	N.A.
Drama	36 students	36 students
<u>Special Education Caseloads</u>		
<u>RSP/SDCCC</u>	28 students	28 students
<u>SDCED</u>	15 students	15 students
<u>SDAHE</u>	15 students	15 students
<u>SDCFA</u>	12 students	12 students
<u>SDCLS</u>	12 students	12 students
<u>SDCSO</u>	12 students	12 students
<u>SDALD</u>	15 students	15 students
<u>Adult Transition Program (ATP)</u>	15 students	15 students

- 12.8.1.1 If 15 days from the beginning of the semester, or at any point thereafter, a section is over contractual class size limits for ten (10) school days the unit member assigned to that section will have the option of either one (1) period of compensation time per student over the limit or one hour of compensation time at the hourly rate of pay. The unit member waives the right to be compensated if he/she requests the larger class size. The unit member must submit such waiver in writing to the school principal. All class size waivers must be approved by the teacher, department chair, and the school principal. It is the responsibility of the unit member to request compensation prior to the end of the semester by completing the Class Size Compensation form and submitting it to the school principal.
- 12.8.1.2 The unit member may use accrued periods either a period at a time (1/6) or, when having sufficient periods, as a full day.
- 12.8.1.2.1 The unit member may accumulate these periods throughout the school year and use them at their discretion. These periods will not be carried over from year to year. Unused “bank” hours will be paid at the end of the school year at the hourly rate of pay to the unit member on the next pay cycle.

- 12.8.1.3 Beginning on the 16th day of the semester no class section will be allowed to have more than four (4) students over the contractual class size limit. This limit may be waived with approval of the teacher, department chair, and school principal.
- 12.8.1.4 Beginning with the 16th day of the semester no unit member shall have more than ~~forty~~ sixty percent (~~64~~60%) of their class sections in any one semester over the contractual class size limit. This limit may be waived with approval of the teacher, department chair, and school principal.
- 12.8.1.5. Beginning with the 16th day of the semester, no more than ~~five~~ 10 percent (~~10~~10%) of the class sections in any school's master schedule shall have class sizes over the contractual class size limit.
- ~~12.8.2 High school classes created for enrollment of students who failed to meet junior high school promotion criteria out of eighth grade shall be limited to class size of twenty four (24). Enrollment of other students shall be at the discretion of the school's student study team.~~
- ~~12.8.3 Alternate Day Program classes shall be limited to twenty (20) students for each ADP teacher assigned to the class.~~
- 12.8.4 The principal or designee shall consult with the teacher when the size of a class with a lab component exceeds two (2) persons per station, not to exceed maximum limits. The principal or designee shall indicate what steps shall be taken to attempt to prevent the situation from recurring.
- 12.9 There shall be one full-time credentialed teacher/librarian assigned to the library at each comprehensive school in the District.
- 12.9.1 New comprehensive high schools that require teacher/librarians on staff, but do not have students enrolled, shall follow a traditional five-day workweek. Additional credentialed teacher/librarians shall be added and schedules addressed as schools come on line.
- 12.10 The number of counselors assigned to a school shall be determined on the basis of one (1) full-time counselor for each 430 students at each comprehensive school. The counselor allocation beyond ratio would commence at 216 additional students
- 12.10.1 There shall be at least one (1) full-time counselor assigned to the continuation high school.
- 12.10.2 There shall be at least one (1) full time counselor assigned to the Academy of the Canyons. This shall constitute one (1) assignment.

- 12.11 The number of full-time psychologist positions shall be determined on the basis of one (1) full-time psychologist for each two thousand (2,000) students, or major fraction thereof, enrolled in the schools of the District. Major fraction shall mean any fraction greater than one half (1/2, 50%).
- 12.11.1 In the event the fraction is equal to or less than one half (1/2) but greater than one fourth (1/4), the District shall make a good faith effort to retain the services of a psychologist on a half-time basis.
- 12.11.2 Adjustment in the number of full or half-time psychologists shall be made in the same manner as stated in Sections 12.6 and 12.13.
- 12.11.3 The District shall attempt to obtain the names of qualified psychologists who may be available to work on a part-time basis.
- 12.11.4 The total number of students in the District shall be assigned as equitably as practicable among the psychologists in the District.
- 12.11.5 In the event that a District psychologist, counselor, or school nurse is absent for a period of time extending beyond five (5) workdays, the District shall make a good faith effort to employ a substitute psychologist, counselor, or school nurse to perform the duties of the absent unit member. The District shall attempt to maintain a list of qualified psychologists, counselors, and school nurses who are willing to be available as substitutes.
- 12.12 If, during the current school year, the ratio of students to teachers at any school (except Bowman) exceeds that specified in Sections 12.1, 12.2, and 12.5 above for more than one (1) school month, teacher(s) necessary to maintain the ratio in Sections 12.1 and 12.2 above shall be added to that staff except that this provision shall not apply during the last three (3) school months. The addition of one (1) or more teachers to a school staff may be accomplished by the transfer of unit members from other schools. This provision shall not apply should a shortage of classrooms prevent the addition of one (1) or more teachers during a school year.
- 12.13 Students may be grouped to exceed the class sizes in Section 12.8.1 above upon the teacher's or department's request with the approval of the principal, and this practice may result in fewer teachers than authorized in Section 12.1 and 12.2 above.
- 12.14 The principal or designee shall meet with each department/area chairperson and, if requested, with resource specialists, prior to the summer recess and prior to the second semester to receive input and discuss class size and teacher load within the department.

- 12.15 Department/area chairpersons shall consult with the department and, if requested, with resource specialists on scheduling concerns of the department, and members and, if requested, resource specialists.
- 12.16 In team-teaching situations, the class size shall be determined by dividing the total number of students per class by the number of teachers assigned to the class(es).
- 12.17 There shall be a minimum of one (1) school district nurse assigned to the District.
- 12.18 ~~On-line Courses~~ **Distance Learning**
- 12.19 A unit member may, on a voluntary basis, be assigned to teach ~~one online~~ **remote/hybrid** classes. Such an assignment shall **may** be ~~one~~ **part** of the member's five class assignments.
- 12.19.1 Class size in an online course shall be in conformance with class size limits outlined in section 12.8.1 of the Contract Agreement.
- ~~12.19.2~~ ~~Upon successful completion of one online course, the Unit member may be assigned on a voluntary basis a second section of the same online course.~~

TENTATIVE AGREEMENT

William S. Hart Union High School District / HDTA Salaries / Appendix A

Article 19, Salaries / Appendix A

Revise Article 19, Salaries, as follows:

ARTICLE XIX – SALARIES

- 19.1 **The Teacher, Counselor, Teacher/Librarian, Nurse Salary Schedule, Psychologists Salary Schedule, and Speech Language Pathologists Salary Schedule, attached as Appendix A, shall increase four percent (4%) retroactive to July 1, 2021.** The salary schedules and salary classifications requirements of all unit members are set forth in Appendices A, B and C attached.
- 19.2 All unit members who serve other than the required number of days as set forth in Appendices A and B and Article VI for their job classification shall receive salary which is not less than that which bears the same ratio to the established annual salary for their position as the number of days they serve bears to the number of working days required for their job classification.
- 19.3 Notwithstanding Section 19.2 above, unit members under contract of employment who serve for one (1) full school semester shall receive not less than one-half (1/2) the annual salary for their position.
- 19.4 The payroll period of unit members for regular service shall be monthly, beginning with the first day of the calendar month. Salary payments shall be made not later than the last workday of each calendar month. The "last workday" shall be defined as the last workday of the Los Angeles County Office of Education, Payroll Department. The payroll period for services in addition to the unit member's regular assignment shall be in accordance with past practice. Salary payments for these services shall be made not later than ten (10) working days after the payroll period in which the service was performed.
- 19.5 Salary payments for unit members employed for the full school year shall be made in eleven (11) equal payments. The first payment shall be on the last workday in August. Returning unit members shall have the option of receiving salary payments in twelve (12) equal payments beginning with payment on the last workday in July. Unit members who wish to change status (from eleven to twelve payments or from twelve to eleven

payments) must notify the District by June 1 of the change year. Unit members employed for less than the full school year shall be paid monthly.

19.6

The District shall make available to all unit members the opportunity to participate in the Los Angeles County program for Direct Deposit of regular payroll warrants.

TENTATIVE AGREEMENT

**William S. Hart Union High School District / HDTA
Unit Member Benefits**

Article 21, Unit Member Benefits

Status Quo

TENTATIVE AGREEMENT

**William S. Hart Union High School District / HDTA
Continuation High School and Middle College High School Academy of the Canyons**

Article 23, Continuation High School and Middle College High School Academy of the Canyons

Revise Article 23, Continuation High School and Middle College High School Academy of the Canyons, as follows:

ARTICLE XXIII - CONTINUATION HIGH SCHOOL AND MIDDLE COLLEGE HIGH SCHOOL ACADEMY OF THE CANYONS

- 23.1 The workday for unit members at continuation high school shall be no longer than the maximum workday of other unit members in the same job classification.
- 23.2 Unit members at continuation high school shall be assigned approximately the same amount of time in teaching and preparation as other unit members.
- 23.3 The continuation high school shall be staffed with full-time teachers according to the following:

<u>Student ADA</u>	# Teachers
76-90	5
91-105	6
106-120	7
121-135	8
136-150	9
151-180	10
➤ <u>180</u>	<u>Additional based on ratio of 25 to 1</u>

- 23.4 The enrollment of regular classes at continuation high school shall not exceed twenty-five (25) students per class for a period of more than five (5) workdays.

- 23.5 Unit members assigned to continuation high school shall not be required to teach split (e.g., morning and evening) sessions.
- 23.6 Additional faculty, departmental or other meetings may be required at continuation high school. Such meetings shall be limited to not more than two (2) days per week and not more than an average of two (2) hours per two-week period beyond the regular workday.
- 23.7 Up to three (3) hours of the ~~ten~~^{five} (10⁵) hours of supervision referred to in Article IX (9.4) may be substituted by agreement between the unit member and the principal for the time spent in activity days and District testing which interfere with the unit member's regular lunch and break periods.
- 23.8 No continuation high school unit member shall be requested to assume administrative responsibilities in the absence of the principal while at the same time being required to perform regular teaching duties.
- 23.9 The ASB advisor and the yearbook advisor shall receive additional factors in accordance with Appendix C.

23.10 Middle College High School Academy of the Canyons

- 23.10.1 The District and the Association agree to implement a **Middle College High School** program in collaboration with College of the Canyons ~~called Academy of the Canyons~~. A The program will be located on the College of the Canyons campus. The high school portion of the program is to be staffed by Hart District employees.
- 23.10.2 Hart District teachers will be selected for this program in the same manner as for any other District program. Teaching schedules will consist of four regular teaching periods per day plus one advisement period and a prep period. The length of the working day will be consistent with the parameters in the Contract Agreement for other unit members, with the understanding that start and finish times may be varied to accommodate student needs.
- 23.10.3 The calendar year for unit members assigned to a **Middle College High School** ~~Academy of the Canyons~~ shall reflect the same number of working days as for other unit members. Work days shall generally be the same, but may be adjusted to accommodate students who receive concurrent College of the Canyons instruction.

Unit members who become involved in student applicant interviews outside of regular work hours shall be compensated at the hourly rate. Time cards signed by the principal should be completed for this purpose.

TENATIVE AGREEMENT

William S. Hart Union High School District / HDTA Special Education

Article 25, Special Education

Revise Article 25, Special Education, as follows:

ARTICLE XXV - SPECIAL EDUCATION

- 25.1 ~~The Association and District agree to continue the Special Education Task Force for the 2019-2020 school year to research and design special education program(s) for implementation in the 2020-2021 school year that best meet the needs of special education students. The Special Education Task Force will meet a minimum of once each academic quarter during the 2019-2020 school year.~~
- 25.21 The District shall provide a substitute at a school on the day(s) that required special education meetings are scheduled when a need for a substitute exists as determined by the school administration.
- 25.32 The Association and the District recognize and mutually agree that individuals with exceptional needs (IWENs) require special attention. ~~This paragraph is expressly excluded from Article XV, Grievance Procedure.~~
- 25.3.1 When mainstreamed, IWEN's shall be scheduled into appropriate classes as equitably as reasonably possible, and class sizes shall be adjusted appropriately whenever practicable, taking composition into consideration **maintaining equitable IWEN balance to the extent possible.**
- 25.3.2 ~~The District and the Association agree to form a work group to study the impact of IWEN's on the master schedule and develop recommendations to adequately distribute IWEN's throughout the schedule.~~
- 25.43 Special Day Testing Period
- 25.43.1 Each Special Day program at the comprehensive junior high schools and high schools shall be allotted staffing for one testing period.
- 25.43.2 This period shall be assigned to one teacher, but the use of the testing period shall be scheduled within the department on an as needed basis.

25.54 All full time ~~SC2-SDCFA~~, ~~SC5 SDCLS~~ and ~~TEC~~ **Adult Transition Program (ATP)** teachers that are not assigned a daily conference period shall receive an additional 1/6 pay for each semester without a conference period due to participating in Community Based Instruction (CBI). This 1/6 assignment shall not count against the total permissible 1/6 assignments at any school site as outlined in Article 8.9.

25.65 When determining the number of class preps for ~~SC2 SDCFA~~, ~~SC3 SDCED~~, ~~SC5-SDCLS~~, ~~SC6-SDCSQ~~, ~~SC7-SDAHF~~ and ~~SC8 SDALD~~ teachers, Article 7.13 will not apply. The District will attempt to limit the number of preps for unit members and maintain a reasonable distribution in these categories.

TENTATIVE AGREEMENT

William S. Hart Union High School District / HDTA Teacher Induction Program

Article 26, Teacher Induction Program

Revise Article 26, Teacher Induction Program, as follows:

ARTICLE XXVI – TEACHER INDUCTION PROGRAM

- 26.0 All unit members hired effective July 1, 2002 or later are required to successfully complete the Hart District Induction Program based on credential type and years of full-time teaching experience.
- 26.1 Peer Assistance and Review
- There shall be a Peer Assistance and Review (PAR Program (hereafter referred to as “Program”)) for all unit members who have regular teaching assignments (unit members who are excluded are nurses, speech and language pathologists, psychologists, teacher/librarians, and counselors, **social workers, program specialists**). The Program shall have three distinct components:
- 26.1.1 Induction Coaching Program
- 26.1.1.1 This component shall provide peer assistance and review to all first-year teachers in the District who have less than three full years of experience on regular contracts. This assistance and review shall be provided at a ratio of 1:15.
- 26.1.1.2 PAR service shall be provided to first-year beginning teachers in the District with more than three years of experience if the teacher is teaching with an ~~emergency credential~~, **Provisional Internship Permit (PIP), Short-Term Staff Permit (STSP, or University Internship Credential as an intern, or as a long-term substitute issued by the California Commission on Teacher Credentialing. In certain cases, PAR service may be provided to long-term substitutes.** PAR service to be provided on a space available basis.
- 26.1.2 Second Year Assistance program

- 26.1.2.1 This component will be provided with support from Induction, or second year of PAR service. A second year of PAR service may be the result of a request from the beginning teacher, request from the principal, or request/recommendation of the PAR Panel, with the district/principal retaining the final decision on the beginning teacher's employment status.
- 26.1.3 Permanent Teacher Assistance and Intervention Program
 - 26.1.3.1 This component of the Program shall provide intervention to permanent teachers who receive a composite "unsatisfactory" evaluation. Participation is mandatory.
 - 26.1.3.2 Further, permanent teachers desiring assistance in improving his/her practice may apply to the PAR Panel for such assistance on a confidential basis. A permanent teacher may participate in the PAR Program one time except with approval of the PAR Panel.
 - 26.1.3.2.1 The PAR Panel shall have the authority to accept or reject such applications.
 - 26.1.3.2.2 Once the application for participation in the PAR program has been received and accepted, the voluntary teacher shall participate in and remain in the program for the next school year.
 - 26.1.3.3 This Program shall not deal with teachers' employment issues which arise from accusations of neglect of duty or misconduct.
- 26.2 Peer Assistance and Review Panel
 - 26.2.1 The Program shall be governed by the PAR Panel composed of three District/site members and four HDTA members. Decisions shall be made by consensus wherever possible. Should a vote be required, action must be taken on an affirmative vote of at least five (5) members.
 - 26.2.2 The PAR Panel shall be responsible for:
 - 26.2.2.1 Meeting at least three (3) times annually to review the work of the consulting teachers with their caseloads;
 - 26.2.2.1.1 Generally, the Panel shall meet within the Panel members' workday; however, work after 4:00 p.m. shall be compensated at the negotiated hourly rate.
 - 26.2.2.2 Developing the budget for the Program subject to Board approval;
 - 26.2.2.3 Selecting consulting teachers;

- 26.2.2.4 Evaluating consulting teachers and their documentation;
- 26.2.2.5 Making the re-hire recommendation on first year probationary teachers to the Governing Board;
- 26.2.2.6 Accepting or rejecting voluntary requests for assistance from individual teachers per Section 26.1.3.2 above;
- 26.2.2.7 Monitoring the progress of permanent teacher intervention including making the decision on the success of such intervention and so advising the Governing Board;
- 26.2.2.8 Selecting its own chair, and
- 26.2.2.9 Reviewing consulting teachers' interventions.
- 26.2.2.10 Matching consulting teachers and participants by teaching fields as much as possible.
- 26.2.3 A Panel member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest. If necessary, determination of whether a conflict exists which justifies abstention from discussion or voting shall be subject to Section 26.2.1 above.
- 26.3 Consulting Teachers
 - 26.3.1 Consulting teachers will work exclusively in the PAR Program.
 - 26.3.2 Consulting teachers shall be released full-time to work in this program.
 - 26.3.3. The number of consulting teachers to be released shall be determined by the number of eligible evaluatees and available funding.
 - 26.3.4 The consulting teachers shall have one-year terms, renewable each year up to three years. No consulting teacher shall serve more than 5 of any 8 consecutive years. Consulting teachers shall be selected during the spring semester of each year. Upon the PAR Panel's determination of need, up to two (2) consulting teachers shall be eligible to serve for 5 consecutive years.
 - 26.3.5 All consulting teaching assignments are subject to annual evaluation by the Panel.

26.3.5.1 The documentation of such evaluation shall not be made a part of the consulting teacher's personnel file except upon the express written request of the individual consulting teacher.

26.3.6 The parties do not see the consulting teacher assignment as a part of the career ladder of an individual who seeks to be an administrator in the District.

26.3.7 Communication and consultation with the principal shall be ongoing.

26.3.8 Consulting teachers shall have responsibility for 15 beginning teacher evaluatees, each of whom shall receive at least 10 hours of assistance per semester.

26.3.8.1 Each permanent teacher intervention assignment for an individual consulting teacher shall be calculated as two (2) evaluatees.

26.3.8.2 Each beginning first-year educational specialist candidate that holds a Provisional Internship Permit (PIP) or Short-Term Staff Permit (STSP) that is assigned to an individual consulting teacher shall be calculated as two (2) evaluatees.

26.3.9 Consulting teachers shall have a workyear that is 5 days longer than the regular teacher workyear (at per diem compensation) scheduled by the PAR Panel.

26.3.10 At the conclusion of his/her service, a consulting teacher shall have return rights to a position for which the individual is qualified at his/her school of origination. If there is no open position, a position will be created by an involuntary transfer of the least senior member of the department. A consulting teacher returning to the classroom after a second or subsequent term will have only grade level and subject matter rights and may not be guaranteed return to their previous site.

26.3.11 Consulting teachers shall have the primary responsibility for the evaluation of evaluatees for the evaluatees' first year. This shall be done in consultation/cooperation with the principal.

26.3.12 The principal shall be the evaluator for all 2nd year probationary teachers.

26.4 Permanent Teacher Intervention

26.4.1 The purpose of this Program is to assist and offer remediation to permanent teachers whose performance has been evaluated as a composite "unsatisfactory" by the principal or designee, or who volunteer to participate in the Program. It shall be the obligation of the Panel to report

the results of this intervention to the Governing Board. The written documentation in the evaluation report shall become a part of the permanent teacher's personnel file.

- 26.4.2 The prime focus of this Program is to provide assistance and renew quality teaching.
- 26.4.3 Assistance and remedial efforts and activities shall be intense and multifaceted and shall be preceded by a conference in the spring of the year when the teacher receives the "unsatisfactory" evaluation. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher, and the consulting teacher to begin the development of an individual improvement plan. If the permanent teacher so desires, HDTA shall provide representation in this meeting.
- 26.4.4 During the period of assistance, the permanent teacher's evaluation shall be the joint responsibility of the consulting teacher and the Panel. It is the intent of the parties that this process serve as the sole evaluation process for the permanent teacher.
- 26.4.5 The assistance shall be provided by the peer consulting teachers under this article and shall be closely monitored by this Program's governing Panel.
- 26.4.6 Communication and consultation with the principal shall be ongoing.
- 26.4.7 Nothing in this article precludes the principal or District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of his/her professional obligations.
- 26.4.7.1 Should the principal deem it necessary to communicate with a teacher in this intervention program in a manner that is related to progressive discipline, i.e. letter of warning, reprimand, etc., he/she shall inform the consulting teacher or inform the Panel directly.
- 26.4.8 The consulting teacher will share all written and oral evaluation reports during a conference with the teacher at least once every six weeks. A copy of the written reports will be provided to the principal and the Panel.
- 26.4.9 At the same time reports are made to the Panel regarding first year teachers, the consulting teachers will provide an oral report and all written documentation regarding the progress of the permanent teachers in the Peer Assistance and Review Program.
- 26.4.9.1 The teacher and principal will be given an opportunity to respond to the report within a reasonable period of time.

- 26.4.9.2 None of these individuals in section 26.4.9.1 may be present during deliberations of the Panel which are confidential. The Panel may request additional follow-up information from any of these individuals.
- 26.4.10 The course of assistance shall include one or more of the following:
 - 26.4.10.1 Multiple classroom observations by the consulting teacher;
 - 26.4.10.2 Assistance specific to the area which has been evaluated to be “unsatisfactory”;
 - 26.4.10.2.1 Or other areas deemed in need of assistance by the consulting teacher during the period of assistance.
 - 26.4.10.3 Opportunities for the teacher receiving assistance to observe exemplary practice either by the consulting teacher or other exemplary teachers;
 - 26.4.10.4 District provided professional development opportunities;
 - 26.4.10.5 Conference attendance, perhaps in the company of the consulting teacher to facilitate reflection on how this experience fits into the individual improvement plan; and
 - 26.4.10.6 Other forms of assistance which the consulting teacher and the Panel may provide.
 - 26.4.10.6.1 The parties understand that every possible subject matter competency may not be available within the corps of consulting teachers, and therefore it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the consulting teacher shall maintain prime responsibility for the individual improvement plan but may function more like a case carrier who assures the availability of appropriate resources.
- 26.4.11 Either at the time of the Interim Report or at the conclusion of the program of assistance, the Panel shall report to the permanent teacher, the principal, and the Board of Trustees of the School District that:
 - 26.4.11.1 Either the permanent teacher is now “proficient” in the area(s) identified for improvement, and the principal shall evaluate the unit member the next year, or
 - 26.4.11.2 The Panel and consulting teacher do not consider the permanent teacher to be improving to the point of achieving “proficiency” in the area(s) identified for improvement, with reasons given in support of this

conclusion. The Panel may recommend that the District initiate dismissal proceedings, continue to provide assistance, and/or refer the permanent teacher back to the principal for evaluation for the next year.

- 26.4.12 Notwithstanding 26.4.11 above, and while the term of assistance shall generally occur within one school year, the intervention may be extended into all or part of a second year if the Panel believes that further assistance is still appropriate because the permanent teacher may not have returned to a “proficient” level of performance.
- 26.4.13 The deliberations of the Panel shall be closed and confidential; their decisions shall be based on the information provided by the consulting teacher, the principal, and the permanent teacher and/or HDTA representative who is assigned.
- 26.4.13.1 Reports of Panel votes shall only include the number of Panel members voting on each side of any questions before the Panel.
- 26.4.14 The decision of the Panel shall be reported to the teacher, the consulting teacher, and the principal in conference with the Assistant Superintendent, Personnel, and a representative of HDTA who is a member of the Panel.
- 26.5 Permanent Teacher Due Process Rights
 - 26.5.1 The permanent teacher shall be entitled to review all reports generated by the peer consulting teacher prior to his/her submission to the Panel and to have affixed thereto his/her comments. To effectuate this right, the peer consulting teacher shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to any such meeting.
 - 26.5.2 The permanent teacher shall have a right to request the presence of an HDTA member in any meeting of the Panel to which he/she is called and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.
 - 26.5.3 The decision to refer a permanent teacher for intervention through this Program shall not be subject to the grievance procedures.
 - 26.5.4 The permanent teacher shall have the right to timely reports of progress being made.
 - 26.5.5 The permanent teacher shall have the right to appear before the Panel prior to the final decision of the Panel.

- 26.5.6 The permanent teacher shall have the right to present reasons why a specific consulting teacher should be replaced and another consulting teacher substituted and to have those reasons considered. This option may be exercised once.
- 26.5.7 The record of this intervention may be sealed within the personnel file after four (4) years.
- 26.5.8 This Program in no manner diminishes the legal rights of bargaining unit members.
- 26.6 Miscellaneous Provisions
 - 26.6.1 A teacher shall not have access to the grievance process to challenge the contents of reports, evaluations or decisions of the Panel but may file responses which shall become part of the official record of the intervention.
 - 26.6.2 This program shall be a partnership program between the District and HDTA.
 - 26.6.3 It is understood and agreed that this Program shall terminate if for any reason there exists an inability for full funding thereof through AB1x (1999, Villaraigosa) or successor legislation.
 - 26.6.4 The cost of releasing consulting teachers for service in the Program shall be computed on the basis of a step 1, column 1 replacement temporary teacher plus benefits, fixed costs, and the per diem cost of the consulting teachers' extra 5 days.
 - 26.6.5 Governing Board Review of Recommendations: Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.
 - 26.6.6 Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention or non-reelection of certificated employees.
 - 26.6.6.1 Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code Section 44938.
 - 26.6.7 The Peer Assistance Program shall be reviewed annually.

- 26.6.8 The District shall hold harmless the members of the PAR Panel and the consulting teachers for any liability arising out of his/her participation in this Program as provided in Education Code Section 44503(c).
- 26.6.9 Confidentiality: All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, panel members and consulting teachers may disclose such information only as necessary to administer this article.
- 26.6.10 Professional Growth
- 26.6.10.1 Unit members who do not meet a professional growth or semester units requirement of the Teacher Induction Program will not advance on the salary schedule but will remain "frozen" until the growth or unit requirement is met, at which time they shall be placed on the same step a unit member not "frozen" would have reached, and shall then progress step by step. Unit members so placed on the higher step shall have their salary adjustment reflected in the next full-month pay period.
- 26.6.10.2 When a unit member who has been "frozen" on the salary schedule earns sufficient units to move to the next column, the unit member shall be placed on the same step in the next column a unit member not "frozen" would have reached, and shall then progress step by step.
- 26.6.10.3 Unit members may move more than one (1) vertical step per year, but only in the case of being "frozen" immediately prior to the movement. Otherwise, movement shall not be more than one (1) vertical step per year.
- 26.7 Induction Director
- 26.7.1 After consultation with the Association, the district may designate a unit member as Induction Director.
- 26.7.2 When considering eligibility for consulting teacher reapplication, time served as Induction Director shall not count for any part of the required two-year hiatus from consulting teacher service. (See Article 26.3.4)
- 26.7.3 The Induction Director shall be recommended by the PAR Panel and approved by the Governing Board. The Induction Director is directly responsible to the PAR Panel and the Assistant Superintendent of Human Resources. There shall be an annual evaluation of the Induction Director by the PAR Panel.

TENTATIVE AGREEMENT

William S. Hart Union High School District / HDTA Committees

Article 40, Committees

Revise Article 40, Committees, as follows:

ARTICLE XXXX – COMMITTEES

40.1 Health and Benefit Committee

A Health and Benefit Committee will be established within 30 days of ratification of this agreement. The committee will be composed of two members from each of the following groups: HDTA, CSEA, and District management. The mission for this committee will be to analyze district health benefit plans, investigate alternative plans and providers, ~~explore an exit strategy to leave PERS,~~ and design a health plan that best fits the needs of the district and employees.

40.2 Finance Committee

A Revenue and Expense Committee will be established within 30 days of ratification of this agreement. The committee will be composed of three members from each of the following groups: HDTA, CSEA, and District management. The purpose of the committee will be to review the District's budget, revenues, and expenditures on a quarterly basis.

40.3 Special Education Committee

The establishment of a Special Education Committee comprised of three members of each of the following groups: HDTA, CSEA, District Management, and Site Management. The mission of this committee will be to research and design special education program(s) that best meet the needs of District special education students.

40.3 Technology Committee

~~The establishment of a Technology Committee consisting of three (3) representatives each from the Association and the District. The purpose of~~

~~this committee will be to assess current District policies concerning the academic use of technology in the classroom including but not limited to: Internet access/restrictions; acquisition/distribution of hardware and software. The committee will establish a process to review website access requests from site employees and make recommendations to the assistant superintendent of curriculum.~~

TENTATIVE AGREEMENT**William S. Hart Union High School District / HDTA
Teacher, Counselor, Teacher/Librarian, Nurse Salary Schedule/Appendix A**Article 19, Teacher, Counselor, Teacher/Librarian, Nurse Salary Schedule/Appendix A

Revise Appendix A, Teacher, Counselor, Teacher/Librarian, Nurse Salary Schedule, as follows:

APPENDIX A

**William S. Hart Union High School District
21380 Centre Pointe Parkway
Santa Clarita, CA 91350****Teacher, Counselor, Teacher/Librarian-, Nurse Salary Schedule**Effective 7/1/20 through 6/30/22

A.1.1	COLUMN I B.A. TO 29 SEMESTER UNITS	COLUMN II B.A. + 30-44 SEMESTER UNITS	COLUMN III B.A. + 45-59 SEMESTER UNITS OR M.A. +5	COLUMN IV B.A. + 60-74 SEMESTER UNITS OR M.A. + 20	COLUMN V B.A. + 75 SEMESTER UNITS INCL. M.A. OR M.A. + 35 OR B.A. + 84 (See A.1.14)
Step 1	49310	49310	51877	54387	57687
Step 2	49310	50260	53560	56860	60160
Step 3	49433	52733	56033	59333	62633
Step 4	51906	55206	58506	61806	65106
Step 5	54379	57679	60979	64279	67579
Step 6	56852	60152	63452	66752	70052
Step 7	59325	62625	65925	69225	72525
Step 8		65098	68398	71698	74998
Step 9		67571	70871	74171	77471
Step 10			73344	76644	79944
Step 11			75817	79117	82417
Step 12			78290	81590	84890

Step 13	80763	84063	87393
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*Per EC 45023.4

A.1.2 Increment \$2,473

A.1.3 Step \$2,473

A.1.4 Column \$3,300

A.1.5 Anniversary increment of \$2,473 for subsequent service shall be granted at the completion of ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30), and thirty-five (35) years of service to the District, upon meeting District standards and fulfilling professional growth requirements. Such service need not be continuous.

A.1.6 The District may grant up to twelve (12) years of experience for placement of new unit members on the salary schedule.

A.1.7 Possession of an earned master's degree from an accredited college or university shall add \$2,473 to all steps in Columns III, IV, and V.

A.1.8 Possession of an earned doctorate from an accredited college or university shall add \$2,473 to all steps in Columns III, IV, and V.

A.1.9 Hourly salary for unit members shall be \$346.00 per hour.

A.1.10 Home study teachers shall receive payment for one (1) hour of preparation for each five (5) full hours of home study teaching completed.

A.1.11 Alternative Day Program teachers shall receive one (1) additional increment if the majority of their assignment is outside the regular school day.

A.1.12 Any credentialed special education teacher who is assigned to ~~SC3~~SDCED, ~~SC5~~SDCLS, or ~~Transition Learning Charter~~ Adult Transition Program (ATP) programs shall receive one (1) additional increment. Any credentialed special education teacher who has taught ~~SC3~~SDCED, ~~SC5~~SDCLS, or SC6 for one full year

in this District in a; prior year shall receive two (2) additional increments for this assignment. Beginning the fifth year of consecutive service at Sequoia, ~~SC6~~SDCSQ teachers at Sequoia only shall receive one (1) additional increment for this assignment.

Any credentialed special education teacher, who is assigned ~~SC7~~SDAHE students during the day, shall receive a stipend as follows:

5-19 students	\$500/year the first year and \$1,000/year the second year
20-38 students	\$1,000/year the first year and \$2,000/year the second year
39 and above	\$2,000/year the first year and \$4,000/year the second year

A.1.12.1 A unit member designated as "Site chairperson" of Learning Post High School shall receive a stipend of \$5,000 per year.

A.1.12.2 Responsibilities of the "Site Chairperson" shall include

- Scheduling and conducting intakes
- Coordination of schedules
- Gathering of ordering information
- Answering procedural questions related to the daily operation
- Student programs
- Explanations related to proper student profiles for admission
- Completion of forms with the administrator
- Other non-administrative tasks that might arise

A.1.13 For a unit member to qualify for placement in Column V, with the BA + 84 option, the following apply:

a) Unit member must have a total of 84 semester units with a minimum of fifteen (15) semester units in courses at the 500 level or above in the area(s) of credential authorization or in a classroom education focused program.

b) if the unit member has been actively employed in the District for ten (10) years or more as of September 1, 1997, he/she must have a total of 84

semester units beyond the bachelor's degree, with a minimum of nine (9) semester units in courses at the 500 level or above in the area(s) of credential authorization. Courses must be completed by June 30, 2000.

For courses with unusual numbering designation, the Assistant Superintendent, Human Resources, shall make the final determination.

A.1.14

Unit members shall advance horizontally on the Teacher-Teacher/Librarian-Counselor-Nurse Salary Schedules when unit and credit requirements for advancement in column as specified in this appendix are met. In order for unit member to advance columns on the salary schedule, official transcripts must be received in the personnel office by October 15. That salary increase will be effective at the first end of the month pay period within 15 business days of submission of transcripts to the District office, but no earlier than July 1. Unit members earning units during the fall semester must submit transcripts to the personnel office by February 15 of the school year. That salary increase will be effective at the first end of the month pay period within 15 business days of submission of transcripts to the District office, but no earlier than

January 1. Notice of intent of movement on the salary schedule must be communicate to the District by October 15 for units being earned in the fall semester.

A.1.14.1

Newly hired unit members must present verification of academic transcripts and years of past certificated employment within sixty (60) days of the initial hire date.

William S. Hart Union High School District
21380 Centre Pointe Parkway
Santa Clarita, CA 91350

PSYCHOLOGISTS SALARY SCHEDULE

Effective 7/1/20 through 6/30/22

A.2.1	COLUMN I M.A.	COLUMN II 60 Semester Graduate Units Incl. M.A.	COLUMN III B.A. +75 Graduate Units Incl. M.A. or M.A. +35 Graduate Units
Step 1	67344	69875	72406
Step 2	69875	72406	74937
Step 3	72406	74937	77468
Step 4	74937	77468	7999
Step 5	77468	79999	82530
Step 6	79999	82530	85061
Step 7	82530	85061	87592
Step 8	85061	87592	90123
Step 9	87592	90123	92654
Step 10	90123	92654	95185
Step 11	92654	95185	97716
Step 12	95185	97716	100247
Step 13	97716	100247	102778
 A.2.2	 Increment \$2,531		
A.2.3	Step \$2,531		
A.2.4	Column \$2,531		

- A.2.5 Anniversary increment of \$2,531 for subsequent service shall be granted at the completion of ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30) years, and thirty-five (35) years of service to the District, upon meeting District standards and fulfilling professional growth requirements. Such service need not be continuous.
- A.2.6 The District may grant up to twelve (12) years of experience for placement of new unit members on the salary schedule.
- A.2.7 Possession of an earned master's degree from an accredited college or university shall add \$2,531 to all steps in Columns II and III.
- A.2.8 Possession of an earned doctorate from an accredited college or university shall add \$2,531 to all steps in Columns II and III.
- A.2.9 Hourly salary for unit members shall be \$346.00 ~~in 2007/08 (effective 2/1/08)~~.
- A.2.10 195 Workdays
- A.2.11 Department chairperson Factor will be comparable to Department Chair factor based on Teacher, Counselor, Teacher/Librarian, Nurse salary schedule (B.2.4) except that the current Psychologist Chairperson (1997/98) shall continue to receive a factor of .045 of Column I Step I plus .0055 per FTE member in the department, excluding the chairperson, until that person relinquishes or is removed from that assignment.
- A.2.12 A unit member transferred from placement on the Teacher-Teacher/Librarian-Counselor-Nurse Salary Schedule to placement on the Psychologist Salary Schedule shall be assigned the appropriate column placement and be placed on the step that will result in a base per diem salary not less than the base per diem salary which would otherwise be earned in the previous assignment on the current Teacher-Librarian-Counselor-Nurse Salary Schedule. For purposes of this section, base per diem salary excludes per diem compensation for anniversary increment(s) and/or for M.A./and/or Doctorate degrees.

William S. Hart Union High School District
21380 Centre Pointe Parkway
Santa Clarita, CA 91350

Speech Language Pathologists

District Certificated Calendar + 5 Days

Effective 7/1/20 through 6/30/22

A.3.1

	BA/BS + 30 Units	BA/BS + 60 Units or MA/MS or C.F.Y	MA/MS SLP + 15 Graduate Units + CTC Credential	PhD or Ed. or MS/MA CCC SLP
Step	Column 1	Column 2	Column 3	Column 4
1	57,794	58,147	59,890	61,695
2	58,147	63,498	65,457	67,381
3	59,890	68,694	70,763	72,892
4	61,634	75,808	78,725	81,639
5	63,378	63,097	89,659	93,540
10	N/A	84,760	91,451	95,412
15	N/A	88,363	95,337	99,469
20	N/A	93,898	101,296	105,683

A.3.2

The District may grant up to twelve (12) years of experience for placement of new unit members on the salary schedule.

A.3.3

Additional Stipends/Increments comparable to the Teacher-Counselor-Teacher/Librarian-Nurse Salary Schedule (\$2,473) are eligible for Mod-Severe Stipend (two beginning second consecutive year), Clinical Rehabilitative Services Credential or equivalent,

California Speech Pathology License, Certificate of Clinical Competence (ASHA national Board Certification)

- A.3.4 Hourly salary for unit members shall be \$346.
- A.3.5 190 Workdays
- A.3.6 Department chairperson Factor will be comparable to Department Chair factor based on Teacher, Counselor, Teacher/Librarian, Nurse salary schedule (B.2.4).

- A.4 Salary Advancement - Steps:
 - A.4.1 Unit members may advance vertically on the Teacher-Teacher/Librarian-Counselor-Nurse-Psychologists, Speech and Language Pathologists Salary Schedules, one step for each year of service. All step (vertical) changes in salary status of unit members are dependent on verification of satisfactory service "Meets District Standards" as reflected in the composite section of the most recent evaluation.
 - A.4.2 Unit members shall be advanced one (1) step on the salary schedule provided they have been under contract with the District for 75% of the days in the prior school year. Unit members on sabbatical or military leave are considered under contract with the District.
 - A.4.3 A unit member who has been "frozen" on the salary schedule due to not meeting a professional growth or semester units requirement will begin to recover their appropriate position on the salary schedule in increments, that is, not more than one increment per year.

- A.5 Salary Advancement - Columns:
 - A.5.1 Verification of the completion of course work must be filed with the Personnel Office prior to granting a column advancement. Verification shall be by means of official transcripts or other equivalent official documentation.
 - A.5.2 All credit for salary advancement will be computed on the basis of semester units. One quarter unit is equal to two-thirds (2/3) of one semester unit. Fractions of one-half (1/2) or more shall be rounded upward.

A.6 Academic Work, Placement and Progress on the Salary Schedule:

A.6.1 One or more of the following guidelines for acceptable unit credit shall be used:

A.6.1.1 Courses which enhance and enrich the unit member's contribution to the educational program. Such courses should serve to update the unit member's knowledge or to reinforce areas of professional need.

A.6.1.2 Courses taken from an accredited four-year college or university which fulfill the requirements for a credential or for an advanced degree.

A.6.2 Courses for unit credit may be achieved in any of the following ways:

A.6.2.1 Attendance at an accredited four-year college or university (Regional Accrediting Association and/or State Board of Education).

A.6.2.2 Attendance at an extension session of an accredited four-year college or university. (Regional Accrediting Association and/or State Board of Education.)

A.6.2.3 Completion of any course work taken at the District's request.

A.6.2.4 Any exception to the above must have the prior approval of the District administrator in charge of personnel.

A.6.3 Unit members on unpaid leaves of absence upon reemployment by the District shall be reinstated on the step and column of the salary schedule which they had previously attained providing they return to the District within 39 months. Column advancement shall be granted upon verification of required units.

A.7 CTE, Vocational, Trade and Industrial Credentials/Teacher, Counselor, Teacher/Librarian, Nurse Salary Schedule

- A.7.1 Column I - Five (5) years' full-time paid work experience (part-time work pro-rated) or forty-eight (48) semester units from an accredited college of vocational training plus three (3) years' work experience within three (3) years preceding credential issuance plus high school diploma.
- A.7.2 Column II - Designated subject credential with five (5)-year renewal plus U.S. Constitution course. Require A.A. or B.A. degree.
- A.7.3 Column III - Clear designated subject credential in vocational area of assignment plus two (2) years of full-time teaching plus nine (9) semester units in a Commission-approved program that includes completion of Phase I and Phase II Core Programs in vocational education; health education (1.5 units) requirements for clear credential. Require B.A. degree.
- A.7.4 Column IV - Clear designated subject credential plus fifteen (15) semester units that include Phase I and Phase II. Require B.A. degree plus fifteen (15) semester units.
- A.7.5 Column V - B.A. plus clear designated subject credential. Require B.A. plus thirty (30) semester units.
- A.8 National Board Certification
- A.8.1 All Unit members who successfully fulfill the requirements of the National Board for Professional Teaching Standards (NBPTS) or the National Certification of School Psychologists (NCSP), pass the exam, and receive National Board Certification from the NBPTS or NCSP and maintain current certification, shall receive an ongoing salary increase equal to one increment for the duration of the certification.

TENTATIVE AGREEMENT

William S. Hart Union High School District / HDTA Supervision and Extra-Curricular Duties/Appendix C

Article 9, Supervision and Extra-Curricular Duties/Appendix C

Revise Appendix C, Extra-Curricular Duties Salary Schedule, as follows:

APPENDIX C

EXTRA-CURRICULAR DUTIES SALARY SCHEDULE

- C.1 Unit members serving in the following special assignments shall be paid an additional factor of the Teacher-Librarian-Counselor-Nurse Salary Schedule, described in Appendix A. For the purposes below and unless otherwise stated, the factor is of Column V, Step 1, minus five (5) times the column change (A.1.4) ~~\$39,986~~ **\$41,187**, and is on an annual basis.
- C.1.1 No unit member shall receive a stipend that has not been collectively bargained between the Association and the District except through stipend pools designated in C.3.1.
- C.2 The positions listed in C.3.1 shall be filled and maintained at the discretion of the District, and the unit members filling these positions shall receive the factor listed for these positions. The factor of any new position created by the District shall be subject to negotiation. The responsibilities and duties of unit members assigned to any of the extra-curricular positions shall be similar to past practice, except when a new position is created on a temporary basis. If such temporary positions are not filled at a later time, the District shall not be in violation of past practice. Further, if a stipend is funded through categorical funds the District shall not be obligated to continue the stipend if the categorical fund is discontinued or greatly reduced.
- C.3 Extra-curricular duties:
- C.3.1 Comprehensive School Stipends

C.3.1.1

Academic Support Stipends

	Annual Basis	JH Factor	JH Stipend	HS Factor	HS Stipend
Academic Advisor	\$ 41,187.00			0.11	\$ 4,530.57
CJSF or CSF Advisor	\$ 41,187.00	0.033	\$ 1,359.17	0.033	\$ 1,359.17
FBLA Advisor	\$ 41,187.00			0.045	\$ 1,853.42
Forensics/Speech Advisor	\$ 41,187.00			0.045	\$ 1,853.42
Math Counts Advisor	\$ 41,187.00	0.045	\$ 1,853.42		
NHS Advisor	\$ 41,187.00			0.033	\$ 1,359.17
Science Olympiad Advisor	\$ 41,187.00	0.045	\$ 1,853.42	0.045	\$ 1,853.42
<u>AP Testing Coordinator</u>	<u>\$ 41,187.00</u>			<u>0.09</u>	<u>\$ 3,706.83</u>

C.3.1.2

Performing Groups Stipends

	Annual Basis	JH Factor	JH Stipend	HS Factor	HS Stipend
Band Director	\$ 41,187.00	0.055	\$ 2,265.29	0.16	\$ 6,589.92
Cheer Advisor	\$ 41,187.00			0.11	\$ 4,530.57
Cheer Assistant Advisor	\$ 41,187.00			0.07	\$ 2,883.09
Choir Director	\$ 41,187.00	0.033	\$ 1,359.17	0.11	\$ 4,530.57
Dance Production Advisor	\$ 41,187.00	0.033	\$ 1,359.17	0.045	\$ 1,853.42
Drama Production Advisor	\$ 41,187.00	0.033	\$ 1,359.17	0.11	\$ 4,530.57
Drill Team Advisor	\$ 41,187.00			0.11	\$ 4,530.57
Flag Team Advisor	\$ 41,187.00			0.11	\$ 4,530.57
Instrumental Music Director	\$ 41,187.00	0.055	\$ 2,265.29	0.16	\$ 6,589.92

C.3.1.3

Student Governance Stipends

	Annual Basis	JH Factor	JH Stipend	HS Factor	HS Stipend
ASB Advisor	\$ 41,187.00	0.055	\$ 2,265.29	0.18	\$ 7,413.66
Senior Class Advisor	\$ 41,187.00			0.04	\$ 1,647.48
Junior Class Advisor	\$ 41,187.00			0.04	\$ 1,647.48
Intramural Director	\$ 41,187.00			0.11	\$ 4,530.57
Safe School Ambassadors	\$ 41,187.00	0.041	\$ 1,688.67	0.041	\$ 1,688.67

C.3.1.4 Student Communications Stipends

	Annual Basis	JH Factor	JH Stipend	HS Factor	HS Stipend
Journalism Advisor	\$ 41,187.00	0.033	\$ 1,359.17	0.045	\$ 1,853.42
Printing Advisor	\$ 41,187.00			0.045	\$ 1,853.42
Technology Coordinator	\$ 41,187.00	0.045	\$ 1,853.42	0.06	\$ 2,471.22
Video Production Advisor	\$ 41,187.00	0.033	\$ 1,359.17	0.045	\$ 1,853.42
Webmaster	\$ 41,187.00	0.033	\$ 1,359.17	0.045	\$ 1,853.42
Yearbook Advisor	\$ 41,187.00	0.033	\$ 1,359.17	0.11	\$ 4,530.57

C.3.1.5 Student Support Stipends

	Annual Basis	JH Factor	JH Stipend	HS Factor	HS Stipend
Professional Development Coach	\$ 41,187.00	0.09	\$ 3,706.83	0.09	\$ 3,706.83
REACH Coordinator	\$ 41,187.00	0.068	\$ 2,800.72	0.082	\$ 3,377.33
Team Leader	\$ 41,187.00	0.015	\$ 617.81		
English Learners (EL) Coordinator					
25 to 100 EL Students	\$ 41,187.00	0.03	\$ 1,235.61	0.03	\$ 1,235.61
100+ EL Students	\$ 41,187.00	0.06	\$ 2,471.22	0.06	\$ 2,471.22
Intervention Coordinator					
Budget under \$10k					
Budget of \$10k - \$19,999	\$ 41,187.00	0.027	\$ 1,112.05	0.027	\$ 1,112.05
Budget of \$20k - \$29,999	\$ 41,187.00	0.041	\$ 1,688.67	0.041	\$ 1,688.67
Budget of \$30k+	\$ 41,187.00	0.055	\$ 2,265.29	0.055	\$ 2,265.29

C.3.1.6 Athletic Stipends – High School Only

C.3.1.6.1 Athletic Directors

	Annual Basis	HS Factor	HS Stipend
Athletic Co-Director	\$ 41,187.00	0.12	\$ 4,942.44
Athletic Co-Director	\$ 41,187.00	0.12	\$ 4,942.44
Athletic Director	\$ 41,187.00	0.18	\$ 7,413.66

C.3.1.6.2

Head Coaches

	Annual Basis	HS Factor	HS Stipend
Baseball	\$ 41,187.00	0.10	\$ 4,118.70
Basketball	\$ 41,187.00	0.10	\$ 4,118.70
Cross Country (Boys)	\$ 41,187.00	0.08	\$ 3,294.96
Cross Country (Girls)	\$ 41,187.00	0.08	\$ 3,294.96
Dive	\$ 41,187.00	0.07	\$ 2,883.09
Football	\$ 41,187.00	0.12	\$ 4,942.44
Golf	\$ 41,187.00	0.08	\$ 3,294.96
Lacrosse	\$ 41,187.00	0.08	\$ 3,294.96
Soccer	\$ 41,187.00	0.08	\$ 3,294.96
Softball	\$ 41,187.00	0.10	\$ 4,118.70
Swimming (Boys)	\$ 41,187.00	0.10	\$ 4,118.70
Swimming (Girls)	\$ 41,187.00	0.10	\$ 4,118.70
Tennis	\$ 41,187.00	0.08	\$ 3,294.96
Track Head (Boys)	\$ 41,187.00	0.10	\$ 4,118.70
Track Head (Girls)	\$ 41,187.00	0.10	\$ 4,118.70
Volleyball	\$ 41,187.00	0.10	\$ 4,118.70
Wrestling	\$ 41,187.00	0.08	\$ 3,294.96

C.3.1.6.3

Assistant Coaches

	Annual Basis	HS Factor	HS Stipend
Baseball	\$ 41,187.00	0.07	\$ 2,883.09
Basketball	\$ 41,187.00	0.07	\$ 2,883.09
Cross Country	\$ 41,187.00	0.07	\$ 2,883.09
Football	\$ 41,187.00	0.07	\$ 2,883.09
Golf	\$ 41,187.00	0.07	\$ 2,883.09
Lacrosse	\$ 41,187.00	0.07	\$ 2,883.09
Soccer	\$ 41,187.00	0.07	\$ 2,883.09
Softball	\$ 41,187.00	0.07	\$ 2,883.09
Swimming (Boys)	\$ 41,187.00	0.07	\$ 2,883.09
Swimming (Girls)	\$ 41,187.00	0.07	\$ 2,883.09
Tennis	\$ 41,187.00	0.07	\$ 2,883.09
Track (Boys)	\$ 41,187.00	0.07	\$ 2,883.09
Track (Girls)	\$ 41,187.00	0.07	\$ 2,883.09
Volleyball	\$ 41,187.00	0.07	\$ 2,883.09
Wrestling	\$ 41,187.00	0.07	\$ 2,883.09

C.3.1.7

Alternative Schools with Daily Attendance Stipends

<u>Student Governance Stipend</u>	Annual Basis	Factor	Stipend
ASB Advisor	\$ 41,187.00	0.055	\$ 2,265.29

<u>Student Communications Stipends</u>	Annual Basis	Factor	Stipend
Webmaster	\$ 41,187.00	0.033	\$ 1,359.17
Yearbook Advisor	\$ 41,187.00	0.033	\$ 1,359.17

<u>Student Support Stipends</u>	Annual Basis	Factor	Stipend
English Learners (EL) Coordinator			
25 to 100 EL Students	\$ 41,187.00	0.03	\$ 1,235.61
100+ EL Students	\$ 41,187.00	0.06	\$ 2,471.22
ELD Technology Coordinator			
Continuation High School	\$ 41,187.00	0.045	\$ 1,853.42

C.3.1.8

Upon the request and presentation of a yearly plan by a high school principal, the District shall create a position(s) of Intramural Director. Continuation of the position(s) shall depend upon reapplication by the principal.

C.3.2

After the first year of service, a unit member who serves in one (1) of the assignments listed in C.3.1 shall receive an additional .0025 longevity factor for each year of service to the District in the assignment up to a maximum of .03. Such service need not be continuous but must be in that titled position. Service is interchangeable within the same group of stipend positions as grouped in C.3.1 through C.3.7.

Longevity Factors and Stipend Amounts

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Factor	0	0.0025	0.005	0.0075	0.01	0.0125	0.015
Stipend	-	\$102.97	\$205.94	\$308.90	\$411.87	\$514.84	\$617.81

	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13+
Factor	0.0175	0.02	0.0225	0.025	0.0275	0.03
Stipend	\$720.77	\$823.74	\$926.71	\$1,029.68	\$1,132.64	\$1,235.61

Stipend Totals (Base Stipend + Longevity)

	Year 1 (Base)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
0.014	\$576.62	\$679.59	\$782.55	\$885.52	\$988.49	\$1,091.46	\$1,194.42
0.015	\$617.81	\$720.77	\$823.74	\$926.71	\$1,029.68	\$1,132.64	\$1,235.61
0.027	\$1,112.05	\$1,215.02	\$1,317.98	\$1,420.95	\$1,523.92	\$1,626.89	\$1,729.85
0.03	\$1,235.61	\$1,338.58	\$1,441.55	\$1,544.51	\$1,647.48	\$1,750.45	\$1,853.42
0.033	\$1,359.17	\$1,462.14	\$1,565.11	\$1,668.07	\$1,771.04	\$1,874.01	\$1,976.98
0.04	\$1,647.48	\$1,750.45	\$1,853.42	\$1,956.38	\$2,059.35	\$2,162.32	\$2,265.29
0.041	\$1,688.67	\$1,791.63	\$1,894.60	\$1,997.57	\$2,100.54	\$2,203.50	\$2,306.47
0.045	\$1,853.42	\$1,956.38	\$2,059.35	\$2,162.32	\$2,265.29	\$2,368.25	\$2,471.22
0.055	\$2,265.29	\$2,368.25	\$2,471.22	\$2,574.19	\$2,677.16	\$2,780.12	\$2,883.09
0.06	\$2,471.22	\$2,574.19	\$2,677.16	\$2,780.12	\$2,883.09	\$2,986.06	\$3,089.03
0.068	\$2,800.72	\$2,903.68	\$3,006.65	\$3,109.62	\$3,212.59	\$3,315.55	\$3,418.52
0.07	\$2,883.09	\$2,986.06	\$3,089.03	\$3,191.99	\$3,294.96	\$3,397.93	\$3,500.90
0.08	\$3,294.96	\$3,397.93	\$3,500.90	\$3,603.86	\$3,706.83	\$3,809.80	\$3,912.77
0.082	\$3,377.33	\$3,480.30	\$3,583.27	\$3,686.24	\$3,789.20	\$3,892.17	\$3,995.14
0.09	\$3,706.83	\$3,809.80	\$3,912.77	\$4,015.73	\$4,118.70	\$4,221.67	\$4,324.64
0.1	\$4,118.70	\$4,221.67	\$4,324.64	\$4,427.60	\$4,530.57	\$4,633.54	\$4,736.51
0.11	\$4,530.57	\$4,633.54	\$4,736.51	\$4,839.47	\$4,942.44	\$5,045.41	\$5,148.38
0.12	\$4,942.44	\$5,045.41	\$5,148.38	\$5,251.34	\$5,354.31	\$5,457.28	\$5,560.25
0.16	\$6,589.92	\$6,692.89	\$6,795.86	\$6,898.82	\$7,001.79	\$7,104.76	\$7,207.73
0.18	\$7,413.66	\$7,516.63	\$7,619.60	\$7,722.56	\$7,825.53	\$7,928.50	\$8,031.47

	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13+
0.014	\$1,297.39	\$1,400.36	\$1,503.33	\$1,606.29	\$1,709.26	\$1,812.23
0.015	\$1,338.58	\$1,441.55	\$1,544.51	\$1,647.48	\$1,750.45	\$1,853.42
0.027	\$1,832.82	\$1,935.79	\$2,038.76	\$2,141.72	\$2,244.69	\$2,347.66
0.03	\$1,956.38	\$2,059.35	\$2,162.32	\$2,265.29	\$2,368.25	\$2,471.22
0.033	\$2,079.94	\$2,182.91	\$2,285.88	\$2,388.85	\$2,491.81	\$2,594.78
0.04	\$2,368.25	\$2,471.22	\$2,574.19	\$2,677.16	\$2,780.12	\$2,883.09
0.041	\$2,409.44	\$2,512.41	\$2,615.37	\$2,718.34	\$2,821.31	\$2,924.28
0.045	\$2,574.19	\$2,677.16	\$2,780.12	\$2,883.09	\$2,986.06	\$3,089.03
0.055	\$2,986.06	\$3,089.03	\$3,191.99	\$3,294.96	\$3,397.93	\$3,500.90
0.06	\$3,191.99	\$3,294.96	\$3,397.93	\$3,500.90	\$3,603.86	\$3,706.83
0.068	\$3,521.49	\$3,624.46	\$3,727.42	\$3,830.39	\$3,933.36	\$4,036.33
0.07	\$3,603.86	\$3,706.83	\$3,809.80	\$3,912.77	\$4,015.73	\$4,118.70
0.08	\$4,015.73	\$4,118.70	\$4,221.67	\$4,324.64	\$4,427.60	\$4,530.57

0.082	\$4,098.11	\$4,201.07	\$4,304.04	\$4,407.01	\$4,509.98	\$4,612.94
0.09	\$4,427.60	\$4,530.57	\$4,633.54	\$4,736.51	\$4,839.47	\$4,942.44
0.1	\$4,839.47	\$4,942.44	\$5,045.41	\$5,148.38	\$5,251.34	\$5,354.31
0.11	\$5,251.34	\$5,354.31	\$5,457.28	\$5,560.25	\$5,663.21	\$5,766.18
0.12	\$5,663.21	\$5,766.18	\$5,869.15	\$5,972.12	\$6,075.08	\$6,178.05
0.16	\$7,310.69	\$7,413.66	\$7,516.63	\$7,619.60	\$7,722.56	\$7,825.53
0.18	\$8,134.43	\$8,237.40	\$8,340.37	\$8,443.34	\$8,546.30	\$8,649.27

C.3.3

If at the end of the regular season an athletic team is scheduled and participates in the C.I.F. Southern Section playoffs, the assigned coach(es) of that particular team shall receive a one-time additional stipend as follows:

Head Coach (where there is at least \$275.00
for the first one assigned Assistant Coach)
two weeks plus additional \$275.00 if another two weeks

Assistant Coach (where there is an \$175.00
assigned Head Coach)

Coach (by whatever title if there is no \$200.00
separate Head or Assistant Coach)

Cheer Advisor \$275.00
Per Season (for sports that are regularly attended by the cheer team)

Band Director \$140
Per Season (for sports that are regularly attended by the band)

When multiple-paid coaches are assigned to multiple-level athletic teams, they must, for the purposes of this section, be allocated evenly among the various teams (e.g., football: if there are six paid coaches and three teams, it is given that each team has two paid coaches).

C.3.3.1

A stipend pool shall be created at each comprehensive high school, comprehensive junior high school, and at alternative school sites. This pool shall be used to provide stipends for previously unidentified or new supervisory activities that are specific to the school and are student centered. The distribution of these funds shall be at the discretion of the site administrator.

	Annual Basis	Factor	Stipend Pool Amount
Comprehensive High School	\$ 41,187.00	0.20	\$ 8,237.40

Comprehensive Junior High School	\$ 41,187.00	0.10	\$ 4,118.70
Bowman Continuation High School	\$ 41,187.00	0.10	\$ 4,118.70
Alternative Schools	\$ 41,187.00	0.05	\$ 2,059.35

C.3.4 Intramurals - Junior High Schools

C.3.4.1 Unit members shall be paid the hourly rate for assigned hours worked.

C.3.5 Unit members assigned interscholastic coaching responsibilities are obligated to meet the requirements of California Administrative Code Title 5 regarding standards of training, which include current valid first aide and cardiopulmonary resuscitation (CPR) certifications. Unit members shall receive no compensation for this training if it is provided by the District tangential to the school day and in two (2) or fewer hour increments. If provided in increments greater than two hours, the hourly rate shall be paid for all hours of training. Training provided in evenings, on weekends, or during summer shall be compensated at the hourly rate. With the advance written authorization by the Principal or designee, the unit member may be paid the hourly rate for actual hours attended in training provided by authorized agencies other than the District, upon completion of requirements and receipt of certification.

C.3.6 **CLAD or an equivalent EL authorization is required of all teaching unit members (CA Education Code).** Any unit member who acquires the CLAD or equivalent shall receive a one-time stipend of \$500 and shall receive an additional stipend of \$500 for every semester taught, if there are ten (10) or more LEP students assigned during the day. The one-time stipend shall not apply to unit members who receive the equivalent of a CLAD authorization as part of their regular credential program.

C.3.6.1 No additional stipends of \$500 for every semester taught, if there are ten (10) or more LEP students assigned during the day, shall be granted to unit members not already receiving the stipend.

C.3.6.2 Any unit member who acquires the BCLAD shall receive a one-time stipend of \$1,000 and shall receive an additional stipend of \$500 per semester, if there are 1-50 LEP students assigned during the day. The stipend shall be \$1,000 per semester, if more than fifty (50) LEP students are assigned.

C.3.6.2.1 No additional stipend of \$500 per semester, if there are 1-50 LEP students assigned during the day, or stipend of \$1,000 per semester if more than fifty (50) LEP students are assigned, shall be granted to unit members not already receiving the stipend.

TENTATIVE AGREEMENT

William S. Hart Union High School District
And
Hart District Teachers Association

May 10, 2022

The Parties agree that, other than as set forth herein, this will conclude certificated negotiations for the 2021-2022 school year, and all other terms and conditions of the existing CBA with HDTA shall remain unchanged.

FOR THE DISTRICT

DocuSigned by:
Michael Vierra, Ph.D.
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Michael Vierra, Ph.D.
Chief Negotiator
William S. Hart Union High School District

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Jason d'Autremont

DocuSigned by:
Vince Ferry
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DocuSigned by:
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