



AGREEMENT

between

HUGHSON UNIFIED SCHOOL DISTRICT

and

HUGHSON EDUCATORS ASSOCIATION

July 1, 2017 to June 30, 2020

(Revised for 2018-2019 School Year)

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SIGNATURE PAGE

TENTATIVE AGREEMENT REACHED May 6, 2019.

Contract ratified by the members of the HUGHSON EDUCATORS ASSOCIATION on May 24, 2019.


CHRIS BORDONA, HEA Negotiation Team

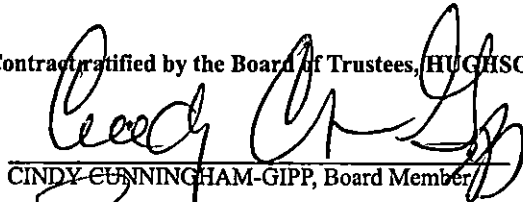

TRAVIS CARDOSO, HEA Negotiation Team



LANDON JUAREZ, HEA Negotiation Team

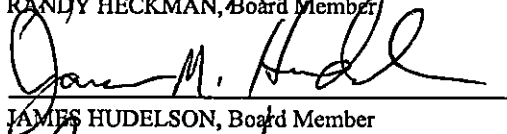
CARLOS MAGANA, HEA Negotiation Team


KORI MESSER, HEA Negotiation Team

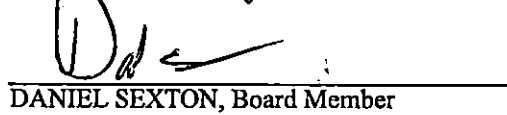
Contract ratified by the Board of Trustees, HUGHSON UNIFIED SCHOOL DISTRICT, May 8, 2018.


CINDY CUNNINGHAM-GIPP, Board Member

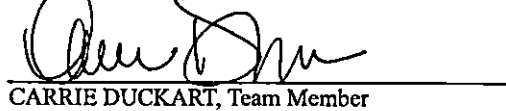

RANDY HECKMAN, Board Member


JAMES HUDELSON, Board Member


RANDEE HARCROW, Board Member


DANIEL SEXTON, Board Member


BRENDA SMITH, Superintendent


CARRIE DUCKART, Team Member


CHERYL PHAN, Team Member

PREAMBLE: INITIAL AGREEMENT
Between
HUGHSON UNIFIED SCHOOL DISTRICT
And
HUGHSON EDUCATORS ASSOCIATION

The Hughson Unified School District and the Hughson Educators Association have met and negotiated this Agreement. The parties believe that this Agreement will assist in fostering the continuance of the excellent educational programs, and the collegial and effective working relationship between the two of them.

ARTICLE 1: AGREEMENT

The Board of Trustees of the Hughson Unified School District, hereinafter called the "District," and the Hughson Educators Association, an affiliate of the California Teachers Association and National Educational Association, hereinafter called the "Association," have negotiated the following Agreement pursuant to Chapter 10.7, Sections 3540 - 3549 of the Government Code, hereinafter called the "Code."

ARTICLE 2: RECOGNITION

- A. The Board recognizes the Association as the exclusive representative for all credentialed employees classified as classroom teachers, school nurses (not including district nurses with supervisory responsibilities), school counselors, Speech and Language Pathologists and certificated preschool employees excluding those employees who are either temporary or substitute.
- B. The district will reserve the third Monday of each calendar month for HEA meetings and site administrators will not call or schedule any meetings during this time.

ARTICLE 3: EFFECT OF AGREEMENT

- A. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.
- B. On or before the first student attendance day for the year, the District shall make available a copy of the contract agreement in effect to all members of the Association. Delivery of the contract may be electronic or on paper.

ARTICLE 4: WAGES & BENEFITS (“Total Compensation Package”)

- A. The Salary Schedule, (located in the APPENDIX), shall reflect the current salary schedule and Master’s stipend agreed to by the Association and the District.
- B. The District shall contribute the dollar amount listed in the appendix each fiscal year for benefits for each full time position.
- C. If the cost of the employee’s benefits exceeds the dollar amount listed in the appendix on an annual basis, the District is authorized to make whatever payroll deduction that may be necessary in order to maintain benefit coverage for such employee.
- D. If the cost of the employee’s benefits is less than the cap on an annual basis, the District shall pay full-time employees the difference in the monthly paycheck. Procedures for part-time employees are outlined in the APPENDIX.
- E. The District shall pay the cost of an employee-only Group Term Life Insurance policy as a portion of each employee’s benefit allowance (see APPENDIX for details).
- F. Part-Time unit members may participate in the District group medical, vision and dental insurance plans. Participation shall be subject to the following:
 - 1. Upon proper application by a part-time unit member, the District shall fund a properly pro-rated portion of the District’s obligation.
 - 2. Entitlement to District funding shall be based on the ratio of the employee’s contractual service to 1.0 FTE.
 - 3. Participation shall be subject to the lawful rules of the CVT and CRSIG and payment of the remaining balance by the employee through payroll deduction.

ARTICLE 5: HOURS OF EMPLOYMENT

- A. The length of the work day shall begin ten (10) minutes before the student day and shall end when all professional duties and the student day is complete. The work day shall be exclusive of at least a thirty (30) minute duty-free lunch period.
- B. It is recognized by both District and Association that the job of teaching varies from day to day and that, in addition to teaching during the day, teachers are also required to perform other professional duties during their work day. By way of illustration, these professional duties include all activities required by law. These duties include, but are not limited to, the following:
 - 1. Faculty meetings, IEP's, department meetings, curriculum meetings, program-project or District meetings, parent conferences (at home or school), Back-to-School night, Open House, athletic and social events, field trips, school committee meetings, the supervision of organized student groups, the supervision of students immediately prior to and after the students' day, and yard duty.
 - 2. The District will attempt to schedule all IEP meetings during the school day whenever possible.
- C. Each high school employee may be required to perform two (2) evening athletic event support duties assigned or other uncompensated adjunct duties outside of the regular workday per year. The District may assign employees additional athletic event duties, which shall be compensated.
- D. It is understood and agreed that the regular duties and responsibilities of unit members cannot be performed within the assigned work day as set forth above, but a good faith effort shall be made to achieve an equitable distribution of adjunct duties.
- E. Association members shall not be required to provide service to the District for more than one hundred eighty-four (184) days, and new hires, who will provide one hundred eighty-five (185) days of service to the District in their first year.
- F. The District shall consult with the Association on the school calendar at least one month prior to adoption with Board approval by the May meeting.
- G. In grades 7-12, a preparation period shall be included in the teacher workday. The prime purpose of this period will be for classroom preparation and other school-related professional considerations. The preparation period shall not be utilized for substitution unless deemed necessary by the District. Sixth-grade teachers shall have a preparation period if classes are conducted on a 6-7-8 site.
- H. Each full-time secondary teacher shall receive a prep period.
- I. The District will strive to maintain preparation time for teachers in grades K-5.
- J. Calculation of part-time teacher's salary shall be based on the equivalent full time teacher's teaching load. The prep period will not be part of the part-time calculation. For example:
 - At a site where five teaching periods is full-time: If a teacher teaches four periods at this site
4 Periods/5 Period day = 80% of a full-time salary
 - At a site where six teaching periods is full-time: If a teacher teaches five periods at this site
5 Periods/6 Period day = 83.333% of a full-time salary
- K. For the purpose of substitute teacher scheduling, At elementary sites a "half day" shall be the start of day to 11:30, or 11:30 until the end of the day. On minimum days, it shall be the start of day until 10:30 or 10:30 until the end of the day. At secondary sites substitutes shall be deducted by period.

ARTICLE 6: TRANSFERS / REASSIGNMENTS

A. Definitions

1. A transfer refers to a change in the building site of a teacher's principle assignment. A transfer may be teacher initiated (voluntary) or administrator initiated (involuntary).
2. Reassignment refers to a change in the principle duties of a unit member. A reassignment may be teacher initiated (voluntary) or administrator initiated (involuntary).
3. A vacancy is a position to be posted by the Principal after s/he assigns the existing staff to positions for which they are credentialed and to positions where they will best be able to meet the needs of the students.

B. Notice of Vacancy: All vacancies and newly created positions within the District shall be posted. Teachers within the District shall be given the opportunity to interview for positions if qualified.

1. While school is in session, notification of vacancies shall be posted on each site and District Office within five (5) working days after the District declares the vacancy.
2. While school is not in session, notification of vacancies shall be sent to the Association president and to employees who have a "Request for Transfer/ Reassignment" form dated March 1 or later of the current school year on file at the District Office. Employees shall utilize the form attached as Appendix F for such purposes.
3. Teachers within the District shall be given the opportunity to interview for any posted position. The right of placement shall be the duty of the District administration as long as it is based on these criteria and in this prioritized list:
 1. Appropriate credential
 2. Needs of students
 3. Teaching competencies
 4. Applicable and current experience
 5. Extra-curricular expertise
 6. Needs of the District
4. If an in-District employee is to be selected, and if all of the above factors are equal, the District shall then make the choice based on seniority.

C. Transfer/Reassignment Process

1. **Voluntary:** A teacher may request a voluntary transfer/ reassignment to take effect during the school year or at the beginning of the next school year. In either event, the request shall be made to the District Office on a "Request for Transfer" form (Appendix F).
2. **Involuntary:** Involuntary transfers and reassignments shall be based upon the educational or personnel policy needs of the District.
 - a. Teachers to be involuntarily transferred or reassigned shall have the right to indicate preferences from a list of vacancies in accordance with this Article.

- b. In the event a school has a surplus of teachers, the District shall first ask for volunteers.
3. Teachers shall be sent notification of any transfer or reassignment for the coming school year no later than June 30, unless required by circumstances occurring after June 30.
4. Upon written request, a teacher who has been involuntarily transferred or reassigned shall be provided the reasons, verbally or in writing, from the administrator. In the event that an opening occurs and a teacher is denied a transfer or reassignment, upon written request, he/she will be provided reasons, verbally or in writing, for the denial from the administrator.
5. Teachers who are required to change classrooms (or to move out for construction) shall receive two days of comp time.

ARTICLE 7: EVALUATION PROCEDURES (See Appendix G for Forms)

A. It is understood and agreed by the parties that the primary objective of the evaluation process is to improve the quality of instruction. Evaluations of teachers will be according to the requirements of the California Education Code sections 44660-44664 more commonly known as the Stull Act. When scheduled for evaluation, a teacher shall be evaluated by one "Evaluator" who shall be his/her Superintendent or principal/administrator.

- B.
1. Within the first month of the school year, all teachers subject to evaluation shall be provided with appendix G, form 1 and be notified of the requirement to be evaluated.
 2. The evaluator shall have the right to reasonable use of the expertise of others within the District administrative personnel in an effort to improve instruction. Summary statements from the assisting administrator(s) may be referred to by the evaluator in his/her evaluation of the teacher.
 3. Evaluation made pursuant to this Article shall be reduced to writing on the Evaluation Report Form (form 2, appendix G) and a copy thereof shall be provided to the teacher not later than thirty (30) days before the last school day scheduled on the school calendar adopted by the Governing Board for the school year in which the evaluation takes place. On the teacher's final formal observation form for the school year the evaluator will include a summary evaluation at the end of form 2, appendix G. This document will conclude the evaluation for the year.

C. Probationary/Intern/Emergency teachers

1. The evaluator shall evaluate every probationary/intern /emergency teacher twice each year. A minimum of two observations (form 2, appendix G) will be done with each formal written evaluation (form 2, appendix G). Teachers will be observed a minimum of four times using the "Checklist Evaluation Form" (form 2, Appendix G). The observation process is described in detail below in the section entitled Observation Process.
2. Once a teacher receives permanent status he/she will be evaluated every other subsequent year except as specified below.

Form to be used:

- 2 Evaluation Checklist And Record Of Evaluation (form 1, appendix G)
- 4 observation forms (form 2, appendix G)

D. Permanent Teachers

1. The evaluator shall evaluate every permanent teacher due for evaluation in alternate years, following one of the evaluation methods below:
 - a. Permanent Teachers with 3 to 10 years of experience in the District or with evaluations that do not Meet or Exceed Standards in all areas within the previous 10 year duration will continue to be observed (using form 2, appendix G) a minimum of two times every other year.

Forms to be used:

Permanent Teachers:

- 1 Evaluation Checklist And Record Of Evaluation (form 1, appendix G)
- 2 observation forms (form 2, appendix G)

- b. Permanent Teachers with at least 10 years of District service and Meeting and Exceeding Standards in all areas in previous evaluations during that 10 year duration may mutually agree with his/her evaluator on moving to a five year evaluation cycle by completing form 4, appendix G. These teachers will only have to be evaluated every five years as per AB 954.

Forms to be used:

Permanent Teachers:

- 1 Evaluation Checklist And Record Of Evaluation (form 1, appendix G)
- 2 observation forms (form 2, appendix G)

2. For any permanent teacher whose formal evaluation is not due that particular year, there will be a minimum of two walk-through observations each year. If, in the walk-through observations, the evaluator sees a situation that is not satisfactory, a plan to improve or correct the situation will be developed by the evaluator and evaluatee that may include further observations until the situation is corrected. The walk through observation will be documented through an email by the evaluator to the teacher within 10 calendar days.

E. Observation process

1. A full lesson observation shall consist of:
 - a. A minimum of a 30 minute full lesson observation (form 2, appendix G), the observation recap sheet to document that observation.
 - b. A pre-conference with the evaluator prior to the classroom visit.
 - c. A post-lesson observation conference.
2. The post-lesson observation conference for a full lesson observation shall be scheduled within 10 calendar days of the observation (although it need not necessarily be held within this time limit), at which time the Checklist Evaluation Form (form 2, Appendix G) together with a verbal evaluation of this observation shall be provided to the teacher.

C. An employee has the right to provide a written response and have it attached to the evaluation report(s). In the event he/she wishes to do so, he/she may utilize the Evaluatee Responses to Evaluation Report Form (Form 3, Appendix G) for such purpose.

D. Employees shall have access to their files as provided by statute.

ARTICLE 8: LEAVES OF ABSENCE

A. General

1. Nothing in this Agreement shall be construed to deny the right of the Board to grant any leave permitted by law.
2. The District may require adequate confirmation of stated reasons for leave requests, and false statements relating thereto shall be grounds for withholding leave.
3. No teacher shall be gainfully employed while on a paid leave of absence from the District without written District approval.
4. A teacher returning from a leave of absence shall provide notice to the District of return as soon as possible or as specified in the leave approval.
5. Before a teacher is eligible to return to work from an extended leave of absence, the District may require, and pay for, a medical examination at District expense prior to the teacher's resumption of duties.
6. Leaves of absence may be extended only upon written approval of the District.
7. A teacher who fails to return to work at the expiration of approved leave, and who fails to notify the District as soon as practicable, shall be deemed to be absent without justification.
8. The district shall allow ten (10) days leave for educational or professional development activities sponsored by the union. HEA will reimburse the district for the substitute costs. Additional union leave may be taken with the agreement of the Superintendent or designee. No union leave shall be used for political activities.

B. Sick Leave

1. Each full-time teacher shall be allowed ten (10) days sick leave each year. Less than full time shall be pro-rated accordingly.
2. Days not used accumulate for use in subsequent years.
3. By October 1 of each year, the District shall notify every teacher of his/her accumulated sick leave.
4. If the illness or injury exceeds five (5) consecutive days, upon request by District management, a Unit member shall be required to present a medical doctor's certificate and/or a medical authorization to return to work.
5. When unit members are absent due to illness or injury, when the absence is or will be for nine or fewer days, the unit member is responsible for arranging for a substitute. If the absence is or will be ten or more days, then the local school site is responsible for arranging for a substitute.

C. Pregnancy Disability Leave

1. Sick leave may be utilized for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, and shall be considered temporary disabilities.
2. The date on which a teacher is unable to continue work, and the date on which the teacher is able to resume employment, shall be verified by the teacher's physician.
3. A teacher who requests leave past the recovery period must give notice of intent to return as soon as practical.

D. Extended Illness Leave

1. A long-term illness leave may be granted a teacher upon written verification from the personal physician that illness or accident will keep the teacher from duty for an extended period of time.
2. The teacher shall receive regular salary until expiration of accumulated sick leave.
3. The five (5) month period to which an employee is entitled by statute to receive the difference between his/her salary and the approved per diem rate of a substitute teacher shall run consecutively to when all sick leave is exhausted.
4. A teacher shall not be provided more than one five (5) month period per illness or accident. However, if a school year terminates before the five (5) month period is exhausted; the teacher may take the balance of the five (5) month period in a subsequent school year.
5. The District may require a physical examination by a medical practitioner, at the District's expense, to confirm fitness to resume duties before a teacher is eligible to return to work.

E. Bereavement Leave

1. Each certificated employee shall, in the event of death of a member of his or her immediate family, be entitled to a leave of absence for purposes of attending the funeral and/or attending the estate business, not to exceed five (5) working days if the deceased resided within California, and seven (7) working days if the deceased resided outside the State of California.
2. The Superintendent may extend the number of days of leave due to emergency situations. Members of the "immediate family" are defined as the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in law, sister-in-law of the employee, or any relative living in the immediate household of the employee, foster parents, or any other person who reared the employee or the employee's spouse in lieu of parents.

- F. Jury Duty: The District shall provide the teacher a paid leave of absence when called for jury duty, or when subpoenaed to testify in court as a witness (no sick leave shall be deducted). The employee must submit any fees received, less expenses, to the District.

G. Industrial Accident or Illness

1. All certificated employees shall be granted industrial accident or illness leave whenever the accident or illness is supported by a licensed California physician's certificate and qualifies under Workers' Compensation Insurance as being work connected. The employee will receive full pay only for the first sixty (60) days of disability. All benefits from Workers' Compensation Insurance, with the exception of permanent disability compensation, must be signed over to Hughson Unified School District. Failure to comply with the conditions outlined above may, at the discretion of the Hughson Unified School District Governing Board, cause termination of benefits outlined in this section.
2. The accident or illness must have arisen out of the course of the employment of the teacher and must be accepted as a bona fide injury or illness arising out of, and in the course of, employment by either the State Compensation Insurance Fund or another carrier.
3. The teacher shall notify the District as soon as possible when an injury or illness arising out of, and in the course of, employment occurs.
4. Allowable leave for each accident or illness shall be for a period of sixty (60) days during which the schools of the District are required to be in session or when the teacher would otherwise have been performing work for the District in any one (1) fiscal year.
5. Should the leave overlap into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury. Allowable leave shall not be accumulated from year to year.
6. The leave shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award.
7. During any paid leave of absence, the employee shall be paid such portion of the salary due him/her for any month in which the absence occurs, which when added to his/her temporary disability indemnity, will result in a payment not to exceed his/her full salary.
8. While on paid industrial accident or illness leave, the teacher shall endorse to the District the temporary disability indemnity checks received. The District, in turn, shall issue appropriate salary warrants and shall deduct therefrom normal retirement and other authorized contributions.
9. Upon termination of the leave, the teacher shall be entitled to accrued sick leave, and absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. If the teacher continues to receive temporary disability indemnity, he/she may elect to take as much accumulated sick leave which, when added to temporary disability indemnity, will result in a payment of not more than full salary.
10. Any teacher receiving benefits under these rules and regulations shall, during the period of illness or injury, remain within the State of California unless the District authorizes travel outside the state.

H. Personal Necessity Leave

1. During any school year, an employee may use not more than seven (7) days of accumulated sick leave for personal necessity leave as listed below. Except in cases covered by a., b. and c. below, use of personal necessity leave must be approved in writing prior to the date of the intended leave. The employee may be required to submit verification of personal necessity within five (5) days of the last day of absence under this leave.
 - a. Death or serious illness of a member of the immediate family or household. "Immediate family" is defined in Bereavement Leave. This leave may be taken upon expiration of bereavement leave. "Serious illness" usually requires, but is not necessarily limited to, a visit to or by a licensed medical practitioner and the immediate presence of the employee during the workday.
 - b. Accident involving the teacher or teacher's property, or the person or property of a member of the immediate family as defined in a. above, of such an emergency nature that the immediate presence of the employee is required during the work day.
 - c. Other cases of extreme family emergency.
 - d. Appearance in court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
 - e. Crucial personal obligations that cannot be done outside of school hours with advance approval of the Superintendent.
 - f. Five (5) days of "no tell" leave for other circumstances of personal necessity will be granted to a teacher without the teacher having to state a reason. Absence due to concerted activities is not eligible for this leave.
 - i. HEA members who use up to two (2) days in a row for "No Tell" do not need to notify the District in advance, although advance notification is highly recommended when possible. (This is established "Past Practice" in HUSD.) It shall be the teacher's responsibility to ensure that they have not exceeded their yearly quota of (5) "No Tell" days.
 - ii. HEA members who need to use more than two (2) "No Tell" days in a row shall request approval from the Superintendent stating the reason for the request not less than 5 school days before they intend to use those days.
2. Up to seven (7) days of this leave will be granted a unit member for paternity leave, which is to be used within thirty (30) days of the birth or adoption of the child.
3. The Governing Board may approve additional days of personal necessity for professional improvement or family necessity, with the teacher having the option of paying for the cost of the substitute in lieu of loss of sick leave.
4. Personal necessity leave may not be used to work elsewhere or to extend a holiday or a long weekend or in conjunction with any other leave to extend a holiday or long weekend.

- I. Family Medical Leave: The District shall provide each bargaining unit member with leave in accordance with state (Government Code section 12945.2) and/or federal (PL 103-3) Family and Medical Leave Acts. This leave includes District-paid benefits at the same level as if the employee were not on leave. A summary of the current provisions of these laws is available in the District Office. Under these laws, bargaining unit members are entitled to a maximum of twelve (12) workweeks for leave for a qualifying reason in any twelve (12) month period. The twelve (12) month period shall be defined as any twelve (12) month period commencing on the first date that Family Medical Leave is taken and counting forward from that date.

- J. Comp Time
 1. In lieu of the standard reimbursement for substituting during a prep period, teachers may accumulate “comp time” on a period-by-period basis.
 2. When a teacher has accumulated six class periods, this day may be used instead of deducting a day from the teacher’s pool of sick days upon the next occurrence of the teacher’s absence.
 3. If a teacher has a class period covered by another staff member, comp time may be deducted by period if this results in no additional cost to the district.
 4. Accumulated comp time may be used in any way that would be otherwise acceptable for absences.
 5. If a teacher does not use all of their accumulated comp time, the comp time shall carry-over until the subsequent year. At the Superintendent’s discretion, comp time may be paid out to the teacher at the end of a school year at the contracted rate per period.
 6. Records shall be maintained either at the District Office, or, if designated by the Superintendent, at the individual sites of the teacher’s accumulated comp time, teachers shall be notified of their balance, if any, not less than once per year.
 7. Comp time shall follow the teacher if they change sites within HUSD.
 8. In the the event that the District pays out comp time, it shall be at the rate of \$30 per class period.

ARTICLE 9: TEACHING CONDITIONS

- A. Teachers shall not be required to work in unsafe conditions as defined in state law, or to perform tasks that endanger their health, safety or well-being. A first aid kit will be provided to each classroom in the District.
- B. At least forty-eight (48) hours prior to the time insecticides or poisons are used for classroom purposes, the District shall notify unit members of the names of the chemicals used. MSDS sheets shall be available for review upon request.
- C. Any teacher who observes a working condition deemed unsafe to teachers shall report such condition to his/her immediate supervisor. The immediate supervisor will consider such a report promptly.
- D. The District shall reimburse Association members for actual value mutually agreed upon by the unit member and District of any loss, damage and/or destruction of clothing or personal property. Except for clothing, the personal property must be previously approved in writing for use in the course of performance of duties, unless such damage is due to negligence by the unit member. With respect to clothing, only items of exceptional value must have been previously approved in writing.
- E. All teachers will report any suspicious objects. No teacher shall be required to search for a bomb. Class time will be made up at the discretion of the District.
- F. Employee shall immediately report, in writing, cases of assault or battery suffered by them in connection with their employment to their immediate supervisor.
- G. If a teacher loses a District issued key they shall receive a warning on the first occasion, each additional time that a teacher loses a key they shall reimburse the District \$50 to cover a portion of the cost to the District to replace the key.

ARTICLE 10: CLASS SIZE

A. The District will make an effort to limit class sizes to the averages set forth below, within state and federal funding constraints and regulations for Class Size Reduction programs. Should the class size in any of these grade areas be higher than that set forth below, the District shall consult with the Association in regard to developing a resolution process designed to alleviate this situation.

1. Grades K-3, as required by regulations; currently twenty-four (24). If there is an elimination or reduction of Class Size Reduction funding, the grade level impacted first will be 3rd grade followed by 2nd grade and then other grades as necessary.
2. Grades 4-6, excluding P.E. and Music: thirty-two (32).
3. Grades 7-12, in the areas of English, Math, Science and Social Science only: thirty-two (32). Should the average class size for any teacher in any of these areas become greater than thirty-five (35) students the following formula for additional compensation shall be implemented.

a. Maximum class load is the number of contracted periods multiplied by the maximum class size. The number of periods and number of students per period is dependent upon the specific site, subject, and grade level.

Formula: $\text{Class Periods} \times \text{Max Class Size} = \text{Max Class Load}$

Example: 5 periods X 35 students = 175 total students

Example: 6 periods X 35 students = 210 total students

If the District has no alternative but to exceed a teacher's maximum class load, it will compensate the teacher in the following manner:

The number of students over the maximum class load will be divided by the maximum class load; the teacher will receive that fraction of their salary as additional compensation.

Formula: $\text{Overload Students} / \text{Maximum Class Load} = \text{Fraction of Additional Salary}$

Example: 1 Overload Student / 175 Maximum Class Load = 1/175th Additional Compensation

For each month of school where a Max Class Load is exceeded, the teacher will receive 1/10 of the amount they would have received if that student were in the class for the entire year. The teacher will speak to their site administrator who will inform the HUSD personnel department and fill out a Personnel Action Form.

4. Special Day classes will have a maximum of eighteen (18) students. If the District must exceed the special day maximum, the District will negotiate one/or more of the following options with the teacher, and a designated representative of HEA:
 - Additional compensation for the teacher
 - Additional help (an Aide)
 - Comp time, or extra prep time
 - OR another mutually agreeable remedy

ARTICLE 11: YEAR ROUND EDUCATION

A. Work year

1. The calendar shall reflect a range of 175-180 student days and one (1) additional teacher day contiguous with student days.
2. Minimum days for students shall be held for all tracks at the end of each track cycle.
3. Teachers shall not be required to attend in-service or meetings during their off-track time; however, if the teacher's presence is requested and he/she agrees to attend, he/she may opt for in-lieu days or paid days for the time in attendance.

B. Workday

The length of the instructional day shall be increased to equal the minutes of a one hundred eighty (180) day work year on a traditional schedule.

C. Transfer

1. Initial Placement

- a. Teachers and administrators at the Elementary School will meet to determine, by consensus, track placements of all special programs. If mutual determination, by consensus, cannot be reached, an advisory vote by the teachers will be taken to determine the teachers' position. The results of this advisory vote, along with the recommendation of the Principal, shall be presented to the Board of Trustees for final determination.
- b. Teachers shall meet by grade level and attempt to reach agreement on track assignment; combination class teachers can choose which grade to meet with if there will be openings at both grade levels.
- c. If agreement cannot be reached, the teachers will select tracks at that grade level by District seniority. Teachers cannot use seniority to transfer to a grade level where no opening exists.
- d. When a position becomes open at a school site, the Principal shall post that position within that site only. After all assignments are made and staffing needs are met within that site, only then is a vacancy posted District-wide.
- e. When a position becomes vacant in a grade level, teachers in that grade level shall again select tracks before an opening in that grade level is declared.
- f. "In school districts where a continuous school program is implemented in fewer than all of the schools maintained by the school district, the governing board of such a school district shall make every reasonable effort to assign certificated employees who prefer the regular school schedule to schools of the same level retaining the regular school schedule." (E.C. §37616.)

2. Involuntary Transfer to a Different Track

- a. Track assignments and notification for the following school year shall be completed no later than April 1. YRE teachers shall be provided first consideration for an opening for a different track for the subsequent school year.
- b. Should it become necessary to transfer a teacher to a different track, the District will first ask for volunteers to change tracks. If no one volunteers, the least senior teacher will be transferred unless the Principal has good reason to do otherwise. If such is the case, the Principal shall state his/her reason(s), in writing, to the affected teacher(s) if requested by the teacher(s).
- c. If a track change occurs, employees may request a transfer to another school and shall be given first consideration for the transfer request if there is an opening for which they are appropriately credentialed.
- d. The final decision on all assignments shall be the prerogative of the District.
- e. If a transfer/reassignment results in an employee being in danger of not completing the necessary number of work days, the District and teacher will reach mutual agreement on when and how the days will be made up. Some of the options to be considered are:
 - 1) Substituting for absent teachers.
 - 2) Teaching during intercession.
 - 3) Tutoring after school or off-track time.
 - 4) Temporarily serving as lead teacher.

The make-up time will be monetarily equitable to the days of work that were not completed. If agreement cannot be reached, and if no other alternatives can be determined, days of pay will be deducted equal to the days not completed. These days are to be made up no later than the school year following the year they were not completed.

D. Substituting

1. For the 1998/99 school year, teachers who are teaching at the YRE school site shall have the opportunity to substitute within the year-round school at a sub rate of one hundred seventy-five percent (125%) of current rate. (Please note that this excludes teachers who teach at Ross or the High School, and YRE teachers will not be paid one hundred twenty-five percent (125%) to substitute at Ross or the High School.)
2. A list of teachers interested in substituting shall be prepared by the District and distributed to all teachers.
3. It shall be the responsibility of the teacher to arrange for an off-track teacher to serve as a substitute teacher. The teacher will then notify the appropriate school contact person of their absence and the off-track teacher who will serve as the substitute.
4. If an off-track teacher is not available to serve as a substitute, the teacher will use the normal procedures for securing a substitute through the County Substitute Teacher Placement Service.

E. Exchange Days

1. Teachers can voluntarily exchange days with off-track teachers to a maximum of ten (10) days per school year without loss of pay, benefits or sick leave. Additional days may be granted by the site

administrator. Teachers shall keep an accounting of days exchanged and shall notify the site administrator at least three (3) days in advance unless in the case of an emergency. Payback of exchange days is the responsibility of the involved teachers.

2. Sunsetting Clause: For 1998/99 only, the exchange days may exceed ten (10) days in order to allow teachers to honor commitments to personal plans that have been previously made for the months of July and August, or for traditional scheduled vacations. The notification of exchange days in excess of ten (10) must be given to the Principal ten (10) days following the permanent assignment to tracks.
3. The District has no responsibility for the enforcement of private exchange day agreements between individual teachers. The District shall not be held liable for the payment of additional compensation based upon any teacher working beyond his or her regular work year pursuant to any private exchange day agreement.
4. The replacement teacher shall lose sick leave if he or she becomes ill. It is the replacement teacher's responsibility to arrange for a substitute.

F. Leaves

Notwithstanding existing contract language:

1. Teachers may be eligible for unpaid leaves of absence for up to one (1) session of track assignment. Leave requests must be submitted at least four (4) weeks prior to the first day of requested leave. Benefit premiums are at the expense of the staff member on leave.
2. Only YRE teachers shall be eligible for differential pay leave or in-lieu days of up to five (5) days to provide them with the opportunity to attend non-school related conferences, workshops or meetings which have been scheduled during periods of time when year-round school employees are on duty and traditional calendar employees are on recess.

G. Maintenance of Benefits

Teachers on YRE shall not be deprived of any benefits provided by this contract or District policy by virtue of assignment to a year-round school. Possible benefits include, but are not limited to, opportunity to serve as mentors or on District committees, SIP activities, professional development conferences, instructional council, or any leaves delineated in this Agreement. Pertinent communications to off-track teachers will be mailed in a timely manner.

H. Auxiliary Personnel

1. Music teachers, Resource Specialist, GATE teachers, Reading Specialist, and any other specialists may extend or vary their work year if mutually agreed upon between the employee and the District. Any extensions of contract shall be at a pro-rata increase in salaries for the additional contract days. Initial extensions shall be based on the teacher daily rate divided by:

Full-time teachers at Year-Round Site @ 180 days

Full-time teachers shared between sites @ 183 days

Incumbent specialists shall be given the first right of refusal for any extensions of contract.

2. Auxiliary personnel shall be credited with one (1) additional illness leave day for each twenty (20) additional days worked by District agreement.

3. An attempt will be made to ensure that all tracks will have equal access to specialists.

I. Working Conditions

1. One (1) teacher and one (1) student portable storage cabinet shall be provided to any teacher who will be required to change classrooms as a result of an on-going rotation.
2. The staff will move only one (1) teacher cabinet, one (1) student cabinet, and one (1) file cabinet for each teacher.
3. Supplies and books shall be available all year long.
4. District will maintain Kindergarten classes in the same classroom throughout the year.

J. Payroll of Year-Round School

1. If a transfer/reassignment or the ceasing of year-round school will result in an employee changing to a later payroll cycle, the employee may remain on his/her current payroll cycle if such an adjustment is necessary to ensure there is no interruption in monthly payroll warrants. Employees who request this payroll adjustment may be required to complete a written request on a form prepared by the District which will also include an agreement by the employee to repay the District for any overpayment in the event that the employee does not complete the required paid days of service in the school year.
2. Units completed by September 1 and verified by December 1 will be given salary credit for the school year.

K. Class Size

The District will strive to distribute pupils equitably among teachers assigned to the same grade level.

L. Miscellaneous

Children on Year-Round Education whose parents are teachers within the District shall be given priority in track placement; no other student who is otherwise legally entitled to attend the school is prevented from such attendance.

ARTICLE 12: CALENDAR

- A. Starting in the 2015-2016 school year, the teacher calendar shall be one hundred eighty-four (184) days, one hundred eighty (180) of which shall be instructional days. The non-student days shall consist of one staff-meeting/workday plus two professional development days before the school year begins, and one professional development day after winter break. New teachers shall be required to work one (1) additional day for a total of one hundred eighty-five (185) days.

ARTICLE 13: SITE BASED FACULTY SENATE (Comprehensive High School Only)

A. Purpose and Typical Tasks

The purpose of the Faculty Senate is to serve in a collegial capacity as site based Key Planners and Decision Makers. Typical tasks include, but are not limited to, the following:

1. Consult as needed concerning the coordination of technology expenditures.
2. Review new course outlines and resolve issues as determined by site Principal.
3. Function as a working team to develop and implement school-wide educational improvement plans, grant development and application, and new program development.
4. Conduct site visitations and related task research.
5. Develop and/or review and recommend implementation strategies related to established Goals of District.
6. Serve as needed as a Priority Action Committee to address W.A.S.C. recommendations.
7. Provide a designee as needed to be present at Governing Board meetings to provide Faculty Senate reports as needed or as requested by Superintendent.
8. Other related tasks as requested by the Superintendent.

B. Membership:

The Faculty Senate shall consist of nine (9) members as follows:

1. Ex-Officio Members (3)

Principal, HEA Site Representative, Learning Director/Assistant Principal

2. Elected Members (6)

Two (2) from each of the groups below elected by faculty members of each group. It shall be the responsibility of the HEA Site Representative to conduct elections.

- a. Group One: Social Sciences
English/Language Arts
Foreign Language
Journalism
- b. Group Two: Mathematics
Science
Vocational Education
- c. Group Three: Physical Education
Special Education
Fine Arts

C. Term of Membership

Terms of membership will be staggered two (2) year terms. In order to achieve this during the initial election, members from each group will be elected for either a full (two year) or a partial (one year) term.

After the initial election year, vacancies shall be filled by an election conducted by the HEA Site Rep within thirty (30) days of the initial election anniversary date.

D. Generation of Agenda

1. Principal

The Principal shall collaborate with the HEA Site Rep in construction, distribution and posting of agendas. The Principal shall preside at all meetings. All members will receive a call for agenda items and receive an agenda prior to each Senate meeting.

2. HEA Site Rep

The HEA Site Rep shall record action minutes of all meetings and shall distribute "drafted" minutes of each meeting within ten (10) days of the meeting.

E. Meeting Frequency and Time

All parties recognize the importance of this group and the need for quality and sufficient quantity of time for members to sufficiently review, deliberate, research and exercise creativeness and thoroughness in developing educational improvement innovations and provided no less than four (4) times per year; normally the third Tuesday of September, November, February and April during school hours. Additional release time will be provided as requested by the Principal and approved by the Superintendent.

F. Decision Making Process

Decisions of this group shall be made by majority vote. Decisions made by this group related to operational procedures shall be recommended to the Principal for implementation. Decision of school and/or District-wide change will be in the form of recommendation for presentation by the Principal to the entire staff for finalization and recommended for Superintendent and/or subsequent Board approval when appropriate.

G. Revisions

The Faculty Senate process and procedures shall be reviewed by the "Senate" annually in April with changes to be approved by majority vote and Governing Board approval.

ARTICLE 14: GRIEVANCE PROCEDURE (See Appendix H for Forms)

- A. Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise concerning the interpretation or application of the Agreement.
- B. Definitions
 - 1. A "grievance" is a claim that there has been a violation, misinterpretation or misapplication of the provisions of the Agreement.
 - 2. A "grievant" is any employee(s) who is/are personally and directly involved in and adversely affected by an action or omission which is the basis for the grievance and who file(s) in accordance with this Article.
 - 3. A "day" means a day during which the District Office is open for business.
- C. Procedure
 - 1. Level I
 - a. Within thirty (30) days of the act or condition giving rise to the grievance, the employee shall attempt to resolve the dispute by informal conference with the principal.
 - b. If the employee(s) desire(s) a representative at this informal conference, he/she will notify the District Office at least forty-eight (48) hours in advance. The informal meeting will take place outside the normal student day.
 - c. If the matter is not resolved informally, the employee may submit a grievance in writing within five (5) days to the principal using Form 1, Appendix H. Said grievance must be signed by the grievant and clearly specify (1) the specific provision(s) of this contract that is/are alleged to have been violated; (2) how said provision(s) have been violated; (3) the date(s) on which said violations allegedly occurred; (4) the specific relief sought by the grievant; and (5) the reasons why the decision at the informal level was unsatisfactory. Copies of the grievance shall be sent by the grievant to the Association and the Superintendent.
 - 2. Level II
 - a. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision, in writing, to the Superintendent using Form 2, Appendix H. The appeal must be submitted within five (5) days from receipt of the decision at Level I. The statement of appeal must include a copy of the original grievance, the decision rendered, and a clear statement of the rationale for the appeal.
 - b. The Superintendent shall communicate his decision, in writing, within five (5) days from receipt of the appeal. If the Superintendent does not respond within the time limits, the grievant may appeal to the next level.
 - 3. Level III
 - a. Within ten (10) days from receipt of the Superintendent's decision at Level II, the grievant may submit the grievance to the Board of Education using Form 2, Appendix H

through the Superintendent. The Board may act upon the written submission of the grievance or forward the matter to Level IV, Binding Arbitration, within 30 days of receipt of the grievance.

4. Level IV (Binding Arbitration)
 - a. If the Governing Board refers a matter to binding arbitration, or if the grievant is not satisfied with the decision at Level III, or if no written decision has been rendered within the timelines required in Level III, the grievant may submit the grievance to binding arbitration. The grievant shall notify the Superintendent and the Association in writing of its decision to submit the grievance to arbitration within ten (10) days after a decision has been issued at Level III, or within five (5) days after the timeline for issuance of a decision at Level III has passed and a decision has not been issued. The request for arbitration shall include a copy of the original grievance, appeals at each level, decisions rendered at each level, and a clear, concise statement of the reasons for the appeal.
 - b. The Association and District should attempt to agree upon an arbitrator. If no agreement can be reached, the parties shall request that the California State Mediation and Conciliation Services supply a panel of seven (7) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.
 - c. The arbitrator shall then hold a hearing and issue a decision. The decision of the arbitrator shall be in writing and will set forth her/his findings, reasoning, and conclusions on the issue(s) submitted. The decision of the arbitrator shall be final and binding. The arbitrator shall have no power to make any decisions amending, changing, subtracting from, or adding to the provisions of this Agreement, or empower the arbitrator to render any decision or make an adjustment which is contrary to law.
 - d. If the parties cannot agree upon the submission statement, the arbitrator shall determine the issues by referring to the written grievance documentation and the responses at each level of the process. If any question arises as to the arbitrability of the grievance, such question shall be determined by the arbitrator upon the prior written record of the grievance and responses before a consideration of the merits of the case.
 - e. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses, cost of any hearing room, and transcript costs will be borne equally by the parties to the grievance.
- D. General Provisions
 1. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the resolution is consistent with the terms of this Agreement.
 2. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level be considered to be maximums and the parties are expected to expedite the process.
 3. The filing of pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the District to take the action complained of.

4. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall preclude any further appeal on the grievance. Failure by the District to respond within specified time limits shall authorize the grievance to proceed to the next step in the procedure. The time limits specified in any step of this procedure may be changed in any specific instance only by mutual agreement, signed by the Superintendent and the grievant or authorized representative of the grievant.
5. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
6. Grievance Forms (Appendix H) will be printed by the District and given appropriate distribution so as to facilitate operation of the grievance procedure.
7. In processing grievances, the parties will make a good faith effort to avoid interruption of the classroom activities and District operations and unnecessary involvement of students.
8. The District reserves the right to separate grievances filed by two (2) or more teachers.
9. In the course of investigation of any grievance, representatives of any organization representing the grievant will report to the office and will identify him/herself as an Association representative.

ARTICLE 15: NEGOTIATION PROCEDURES

- A. Contract: The Association will present its proposal to the District by the first regularly scheduled meeting of the Board of Trustees in October. If the Association is unable to present its proposal at that time, the Association representative will meet with the Superintendent to establish an alternate date. Negotiations will be commenced no later than six (6) weeks after such presentation.
- B. Outside Consultants: Either party may utilize the services of outside consultants.
- C. Place of Negotiations: Negotiations shall take place at mutually agreeable places.
- D. Released Time: The Association may have up to five (5) members on their negotiating team. All negotiations shall be scheduled to begin at or before noon.

ARTICLE 16: PROCEDURE FOR PAYROLL DEDUCTIONS

- A. All employees designated as members of the Association shall sign and deliver to the District an assignment authorizing deduction of union member dues and general assessments of the Association. Such authorization shall continue in effect from year to year unless revoked in writing by giving thirty (30) days notice to the District. Pursuant to such authorization, the District will prorate the deduction of such dues, fees or assessments from the regular salary check to complete the payments by the end of the school year.
- B. An employee may opt to be a fee payer. The amount of dues remains the same and payroll deductions are as noted above. The employee will receive a remittance of the amount not designated as a chargeable by CTA for the given year.
- C. To be considered a religious objector, the employee must submit a request to the Association, be granted religious objector status, and remit the required amount to one of the charities listed below on or before October 1 of the contract year. The receipt must be presented to the Association representative on the appropriate campus before clearance may be given to the District payroll clerk.
- D. Failure to comply may result in loss of permanent status or employment.

Charities:

- United Samaritans – Hughson, CA
- American Cancer Society
- 4-H or Boy Scouts

Eliminate Article 16 per Janus Court Ruling

ARTICLE 17: PEER ASSISTANCE AND PEER REVIEW (PAR)

Hughson Educators Association and the Hughson Unified School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

A. Joint Committee (JC)

1. The Joint Committee shall consist of 5 members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association. The District shall choose the administrators of the Joint Committee. The term of membership shall be one year.
2. The Joint Committee will establish its own meeting schedule. To meet, two-thirds of the members of the Joint Committee must be present. Such meetings may take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. If, in carrying out their responsibilities as members of the Joint Committee, teachers find it necessary to work beyond their regular workday, they shall be compensated at the "Non-Supervision" hourly rate (see rates in appendix).
3. The Joint Committee shall be responsible for the following:
 - a. Working with the Program coordinator to provide training for the Joint Committee members.
 - b. Establishing its own rules of procedure, including the method for the selection of a Chairperson.
 - c. Selecting the panel of Consulting Teachers.
 - d. Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
 - e. Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the site principal.
 - f. Making available the panel of Consulting Teachers for selection by the Participating Teacher.
 - g. Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
 - h. Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.
 - i. Establishing a procedure for application as a Consulting Teacher.

- j. Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available, and other relevant considerations.
 - k. Reviewing the annual report prepared by the Consulting Teacher and forwarding a summary to the Governing Board of the Referred Participating Teacher's progress in the PAR Program.
 - l. Evaluating annually the impact of the PAR program in order to improve the program.
 - m. Reviewing the performance of the Consulting/ Induction teachers in conjunction with the Program Coordinator.
4. All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.
5. The District agrees to indemnify and hold harmless and provide a defense to the Association and any Association-selected member of the Joint Committee against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Association's participation in Peer Assistance and Peer Review. The Association retains the right to select a mutually agreed upon attorney to represent it in such actions and will maintain complete control of the litigation. The District will pay legal costs and fees in such actions.

B. Participating Teachers (PT)

- 1. A Referred Participating Teacher (RPT) is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation. A teacher may not be referred to PAR for attendance problems, repeated tardiness, failure to complete required attendance or grade reports, or to comply with other similar administrative requirements or directives, other forms of misconduct, or an isolated problem in the teaching performance of an experienced teacher whose overall teaching performance is satisfactory. The purpose of such participation is to help the RPT correct the job-related deficiencies, and achieve a satisfactory level of teaching performance.
- 2. A Volunteer Participating Teacher (VPT) is a teacher with permanent status who volunteers to participate in the PAR program. The purpose of participation in the PAR for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The VPT may terminate his or her participation in the PAR Program at any time.
- 3. A Referred Participating Teacher may select his or her Consulting Teacher from the panel of Consulting Teachers provided by the Joint Committee. A different Consulting Teacher may be selected to work with the Participating Teacher at any time during the process when requested to do so by the Participating Teacher or the consulting Teacher.
- 4. All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential and, without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator or the Joint Committee.

5. The Participating Teacher has the right to be represented throughout these procedures by the Association representative of his/her choice.

C. Consulting Teachers (CT)

1. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualification for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:
 - a. A credentialed classroom teacher with permanent status.
 - b. Substantial recent experience in classroom instruction.
 - c. Shall demonstrate exemplary teaching ability, as indicated by, but not limited to, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
2. All applications and references shall be treated with confidentiality. In filling a position of Consulting Teacher, each applicant is required to submit two references from individuals with specific knowledge of his or her expertise, as follows:
 - a. A reference from a building principal or immediate supervisor.
 - b. A reference from another classroom teacher.
3. Consulting Teachers shall be selected by a majority vote of the Joint Committee. The Joint Committee as part of the selection process may conduct classroom observations.
4. A Consulting Teacher shall be provided release time as needed. The term of the Consulting Teacher shall be three (3) years.
5. Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members. In addition to the regular salary, a Consulting Teacher shall receive the "Non-Supervision" hourly rate (see rates in appendix) for all work beyond the regular workday and/or work year.
6. Consulting Teachers shall have the responsibility for no more than two (2) Participating Teachers. Each Referred Participating Teacher shall receive no less than 18 (eighteen) hours of assistance per semester from the Consulting Teacher. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.
7. The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR Program.
8. The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
9. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide written reports to the Referred Participating Teacher for discussion and review.

10. A Consulting Teacher shall provide a report to the Joint Committee at the end of the school year for each Participating Teacher. The report will detail the assistance provided during the year and the results of such assistance will be listed. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report.
11. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee and to be represented at this meeting by the Association representative of his or her choice.
12. At the discretion of the Participating Teacher, his or her participation in the PAR Program may be placed in his or her personnel file.
13. The Joint Committee will provide an annual report of the PAR program's results to the Governing Board in June.
14. The District agrees to indemnify and provide a defense for the Consulting Teacher against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Consulting Teacher's participation in Peer Assistance and Peer Review. The Consulting Teacher retains his or her right to select a mutually agreed upon attorney to represent him or her in such actions. The District will pay legal costs and fees in such actions.

ARTICLE 18: TERM AND REOPENER

- A. The term of this Agreement shall be from July 1, 2018- June 30, 2019.
- B. The parties agree for school years in which the contract does not expire, either party can formally reopen negotiations on Article 4: Wages and Benefits plus two articles chosen by each party.

APPENDICES

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APPENDIX A: HUSD PRE-SCHOOL AND NURSE SALARY SCHEDULES

2017-2018 Pre-School Salary Schedule

Range	Position	Paid Days	Hours Per Day	Step 1	Step 2	Step 3	Step 4	Step 5
A/1	Pre-School Site Supervisor	184	8	38,535.59	40,154.61	41,849.99	43,621.75	45,439.32
B/2	Pre-School Master Teacher	184	3.75	17,963.33	18,715.08	19,509.79	20,340.30	21,185.13
A/1	Pre-School	184	7	33,531.54	34,934.82	36,418.28	37,968.56	39,545.57

1. Full-time for a pre-school teacher will be considered six (6) or more hours.
2. Work year will be the same as the teacher schedule.
3. Pre-school teacher's benefits cap is the same as other teachers, if the teacher is part-time, their benefits cap will be pro-rated in the same way as other teachers.

2017-2018 Nurse Salary Schedule

Range	Position	Step 1	Step 2	Step 3	Step 4	Step 5
A	District Nurse	87,659	91,370	93,165	96,046	99,016

PD = Professional Development
 \$1000 Additional per year for each Master's Degree earned
 \$9,130 Annual Benefits Package

**APPENDIX B: HUGHSON UNIFIED SCHOOL DISTRICT, CERTIFICATED SALARY SCHEDULE
2017-2018 Schedule
(With Professional Development)**

	A	B	C	D	E	F	
	BA + CRED Less 5%	BA + CRED	BA + CRED + 45 Units	BA + CRED + 60 Units	BA + CRED + 72 Units	BA + CRED + 84 Units	
Years	Intern						Years
1	\$46,142	\$48,571	\$50,246	\$51,979	\$53,772	\$55,627	1
2		\$50,246	\$51,979	\$53,772	\$55,627	\$57,546	2
3		\$51,979	\$53,772	\$55,627	\$57,546	\$59,532	3
4		\$53,772	\$55,627	\$57,546	\$59,532	\$61,586	4
5		\$55,627	\$57,546	\$59,532	\$61,586	\$63,711	5
6		\$57,546	\$59,532	\$61,586	\$63,711	\$65,908	6
7		\$59,532	\$61,586	\$63,711	\$65,908	\$68,183	7
8		\$61,586	\$63,711	\$65,908	\$68,183	\$70,535	8
9		\$63,711	\$65,908	\$68,183	\$70,535	\$72,968	9
10		\$65,908	\$68,183	\$70,535	\$72,968	\$75,486	10
11			\$70,535	\$72,968	\$75,486	\$78,090	11
12			\$72,968	\$75,486	\$78,090	\$80,784	12
13				\$78,090	\$80,784	\$83,571	13
14					\$83,571	\$86,455	14
PD 16					\$86,455	\$89,437	PD 16
PD 19					\$89,437	\$92,522	PD 19
PD 22					\$92,522	\$95,715	PD 22
PD 25					\$95,715	\$99,016	PD 25

B.1 **Salary schedule reflects** 180 student days and 4 non-student days: one staff-meeting/workday at the beginning of the year, plus two professional development days before the school year, one additional day of professional development before school begins after the winter break.

PD = Professional Development
MA = \$1,000.00 per year

B.2 Employee benefit plan includes a choice of medical plans through Blue Cross of California and other providers, ranging from single coverage to full family coverage. Each medical plan includes a life insurance policy on the employee only. We also offer Delta Dental and Vision Service Plan coverage ranging from single to family coverage. This District pays \$760.83 per month toward the cost of the coverage selected. Any cost above the District cap is to be paid by the employee.

B.5 Salary schedules of ALL Stanislaus County school districts shall be collected. The following six cells shall be averaged and the benefits cap shall be added to the average to arrive at an “average total compensation”:

- Step 1 BA +24/30 Units
- Step 5 BA + 45/48 Units
- Step 10 BA + 60 Units
- Step 14/15 BA + 72/75 Units (if Salary schedule has both 14 and 15 use the average of the two)

Top salary w/ maximum longevity
 Top salary w/ maximum longevity + MA

B.6 Per-diem salary schedule.

B.6.1 For unit members that have extended year contracts, days in addition to the contracted days of all other teachers shall be compensated at the rate set below per additional day. The extended contract days will not apply to any unit member's position unless the position is noted in this section or a memorandum of understanding to the same effect has been signed by representatives of HEA and HUSD.

	A	B	C	D	E	F	
	BA + CRED Less 5%	BA + CRED	BA + CRED + 45 Units	BA + CRED + 60 Units	BA + CRED + 72 Units	BA + CRED + 84 Units	
Years	Intern						Years
1	\$251	\$264	\$273	\$282	\$292	\$302	1
2		\$273	\$282	\$292	\$302	\$313	2
3		\$282	\$292	\$302	\$313	\$324	3
4		\$292	\$302	\$313	\$324	\$335	4
5		\$302	\$313	\$324	\$335	\$346	5
6		\$313	\$324	\$335	\$346	\$358	6
7		\$324	\$335	\$346	\$358	\$371	7
8		\$335	\$346	\$358	\$371	\$383	8
9		\$346	\$358	\$371	\$383	\$397	9
10		\$358	\$371	\$383	\$397	\$410	10
11			\$383	\$397	\$410	\$424	11
12			\$397	\$410	\$424	\$439	12
13				\$424	\$439	\$454	13
14					\$454	\$470	14
PD 16					\$470	\$486	PD 16
PD 19					\$486	\$503	PD 19
PD 22					\$503	\$520	PD 22
PD 25					\$520	\$538	PD 25

Per Diem Rate = Salary/184

B.6.3 The following assignments require additional contract days.

- B.6.3.1 Hughson High School agriculture teachers shall work an additional thirty (30) days beyond the contracted school year of other unit members.
- B.6.3.2 The Coordinator of the English Language Learner Program shall work an additional ten (10) days beyond the contracted school year of other unit members.
- B.6.3.3 Teacher on Special Assignment, Special Education Coordinator shall work an additional ten (10) days beyond the contracted school year of other unit members.

APPENDIX C: BASELINE BENEFITS FOR ACTIVE EMPLOYEES

The District shall provide Fringe Benefits to bargaining unit employees and their dependents in accordance with this Appendix.

A. Plans Available

The following plans are available to bargaining unit employees:

1. Health Insurance through California's Valued Trust ("CVT")

Any plan designated by the Hughson Educators Association. This coverage shall be contingent upon the rules of CVT. Under current rules, CVT requires all full-time employees to have medical coverage through CVT. Full-time teachers may not decline health coverage.

2. Dental and Vision Insurance through Central Region Schools Insurance Group ("CRSIG")

a. Dental

Any plan designated by the Hughson Educators Association.

b. Vision

Any plan designated by the Hughson Educators Association.

3. Life Insurance through CVT

Any plan designated by the Hughson Educators Association. A term policy shall be provided to each employee. Employees shall have the opportunity to purchase additional coverage. This coverage shall be contingent upon the rules of CVT.

B. District Obligation

1. The District will contribute \$9130 annually for health benefits for each full-time employee.

2. Participation shall be subject to the lawful rules of the CVT and CRSIG.

C. Part-Time Employees

Part-time unit members may participate in the District group medical, vision and dental insurance plans. Participation shall be subject to the following:

1. Upon proper application by a part-time unit member, the District shall fund a properly pro-rated portion of the District's monthly obligation set forth in B.1. above (excluding life insurance).

2. Entitlement to District funding shall be based on the ratio of the employee's contractual service to 1.0 FTE.

3. Participation shall be subject to the lawful rules of the CVT and CRSIG and payment of the remaining balance by the employee through payroll deduction.

4. Part-time employees will not have the option of cash back, if they do not select a full coverage plan (medical, dental, vision).

D. Required District Contribution for Premiums

1. The required maximum District monthly contribution ("cap") for the benefits set forth in A.1. through A.3. above for each individual bargaining unit member shall not exceed that dollar amount required of the District in accordance with B.1.
 2. In the event the monthly cost of a bargaining unit employee's choice of benefit plans exceeds the District's monthly cap, the District is authorized to make whatever payroll deduction that may be necessary in order to maintain benefit coverage for such employee. The District agrees to provide thirty (30) calendar days notice to any employee affected by this provision prior to its implementation.
- E. The District and Association will work together to establish an IRS 125 plan for payment of medical premiums with before tax dollars available to all certificated employees.
- F. Employees who opt for a less expensive benefit plan (within the rules of the CVT) shall receive the difference in cost below the cap in salary.
- G. The District shall contribute \$5200 per year (equivalent to .1% of salary schedule in 2001-02) to a restricted fund. The fund shall be available to future retirees who have taught in the District for twenty or more years, and are between the ages of 55 and 65, to pay up to \$100 per month for a prescription benefit plan. In the event that the fund balance is insufficient, each participant shall be paid an equal amount with the retiree paying the difference in cost. The fund shall be reviewed annually by the District and Association. Changes in this clause, including allocation of the fund balance to other purposes, may only be done with the agreement of the Association and the District. Retiree must request prescription drug plan by July 1st to begin their payments for the following year. Plan payments will continue until retiree's 65th birthday.

APPENDIX D: STIPENDS AND HOURLY RATES

D.1 Purpose and assignment.

D.1.1 The purpose of a stipend is to compensate a unit member for the performance of extra duties that are outside of the school day, unusual, and/or require significant effort above and beyond the regular duties of other unit members.

D.1.2 Performance of an additional duty and receipt of a stipend does not automatically result in a unit member continuing in that extra duty position from year to year. However, administration will consider past experience and appropriate skills of staff members when assigning a particular person to a stipended position.

D.1.3 The District is not required to utilize all stipends each year. There may be situations where a stipended position is not filled in a particular school year.

D.2 Stipends will be based on a schedule as follows:

Class	I	II	III	IV	V	VI
Rate	750	1200	1750	2300	2800	3500

D.2.1 The stipend schedule rates will be adjusted at the beginning of each three year contract period, starting 2017-2018.

D.3 Coaching Conflicts: In cases where a coach has conflicts between their teaching duties and their coaching assignment (e.g. “staff meeting vs. coaching duty”), conflicts shall be settled in the following manner:

D.4.1 If a coach has a teaching related duty at the same time as a practice, the practice shall be cancelled, rescheduled, or an assistant coach can substitute for the coach if available. The teacher will perform their expected regular duty as assigned.

D.4.2 If a coach has a teaching related duty at the same time as a scheduled game, the coach shall attend the game.

D.4.3 In cases where a coach must miss a teaching duty they shall arrange with their administrator to go over missed information at a convenient time.

D.4.4 Coaches shall make their site administrators aware of their game schedule at the earliest possible convenience.

D.4 Stipend list by class.

Class I			
Position	Site	Positions	Paid
Department Chairs	RMS/HHS		Monthly
Grade Level Chairs	HES/FOX		Monthly
Math Bowl Coach	HHS	1	Upon Completion
May Day Coordinator Grades 4-5	FOX	2	Upon Completion
Model UN	HHS	1	Monthly
Rallies/Leadership	RMS	1	Monthly
Ross Running Club	RMS	2	Monthly
Science Olympiad 6-8	RMS	1	Monthly
Spelling Bee Coordinators		2	Upon Completion
Supervisor Elem. P.E. Program	HES	1	Monthly
HYLC	RMS	1	Monthly
CJSF	RMS	1	Monthly
CSF	HHS	1	Monthly
Bass Fishing Club Advisor	HHS	1	Monthly

Class II			
Position	Site	Positions	Paid
Academic Pentathlon	RMS	1	Monthly
Cornell Strategies Coordinator 6-8	RMS	1	Monthly
Induction Mentor (BTSA) ¹			Monthly
Outdoor Education	RMS		Upon Completion
Site Coordinators of English Language Learning Program			Monthly
Supervisor Elem. P.E. Program	FOX	1	Monthly
Track Assistant	RMS	1	Upon Completion
Yearbook	K-8		Monthly

¹ Per new teacher, maximum of 3 teachers for each mentor.

Class III			
Position	Site	Positions	Paid
Academic Decathlon	HHS	1	Monthly
Basketball 6th/7th Grade Boys Head	RMS	1	Upon Completion
Basketball 6th/7th Grade Girls Head	RMS	1	Upon Completion
Basketball 8th Grade Boys Head	RMS	1	Upon Completion
Basketball 8th Grade Girls Head	RMS	1	Upon Completion
Journalism	HHS	1	Monthly
Read for the Stars/P.E.T. Store Coordinator	HES/ FOX	1 per site	Monthly
Soccer 6th-8th Co-Ed Head	RMS	1	Upon Completion
Track Head	RMS	1	Upon Completion
Volleyball 6th/7th Grade Girls Head	RMS	1	Upon Completion
Volleyball 8th Grade Girls Head	RMS	1	Upon Completion
Yearbook	HHS	1	Monthly
WEB	RMS	1	Monthly

Class IV			
Position	Site	Positions	Paid
Ag Day Coordinator	HES		Upon Completion
Athletic Director	RMS	1	Monthly
Band/Music	HHS	1	Monthly
Band/Music	RMS	1	Monthly
Boys Golf Lead	HHS	1	Upon Completion
Cross-Country Lead	HHS	1	Upon Completion
Drama	HHS	1	Monthly
Football Assistant	HHS	4	Upon Completion
Girls Golf Lead	HHS	1	Upon Completion
HYLC	HHS	1	Monthly
Induction Coordinator (Formerly BTSA)		1	Monthly
Key Club	HHS	1	Monthly
Mock Trial	HHS	1	Monthly
Spirit Group Advisor Assistant	HHS	1	Monthly
Track Assistant	HHS	2	Upon Completion
Volleyball Lead	HHS	2	Upon Completion

Class V			
Position	Site	Positions	Paid
Baseball Lead	HHS	1	Upon Completion
Boys Basketball Lead	HHS	2	Upon Completion
Boys Golf Head	HHS	1	Upon Completion
Boys Soccer Lead	HHS	1	Upon Completion
Coordinator of English Language Learning Program ²			Monthly
Cross-Country Head	HHS	1	Upon Completion
FFA Assistant			Monthly
Football Lead	HHS	2	Upon Completion
Girls Basketball Lead	HHS	2	Upon Completion
Girls Golf Head	HHS	1	Upon Completion
Girls Soccer Lead	HHS	1	Upon Completion
Softball Head	HHS	1	Upon Completion
Spirit Group Advisor Lead	HHS	1	Monthly**
Tennis Head	HHS	1	Upon Completion
Volleyball Head	HHS	1	Upon Completion
Wrestling Lead	HHS	1	Upon Completion

** Paid for BOTH football and basketball seasons. Spirit Group Advisor is a full year commitment- April 1-March 31.

² Requires ten (10) additional contract days, paid at per diem rate.

Class VI			
Position	Site	Positions	Paid
Athletic Director	HHS	1	Monthly
Baseball Head	HHS	1	Upon Completion
Boys Basketball Head	HHS	1	Upon Completion
Billy Joe Dickens Head Teacher	BJD		Monthly
Boys Soccer Head	HHS	1	Upon Completion
FFA Head	HHS	1	Monthly
Football Head	HHS	1	Upon Completion
Girls Basketball Head	HHS	1	Upon Completion
Girls Soccer Head	HHS	1	Upon Completion
Girls Softball Head	HHS	1	Upon Completion
HHS Renaissance	HHS	1	Monthly
Life of a Husky	HHS	1	Monthly
Student Activities/Leadership	HHS	1	Monthly
Track Head	HHS	1	Upon Completion
Wrestling Head	HHS	1	Upon Completion

D.6 Hourly Rates (Effective January 1, 2016):

- D.6.1 Non Supervision -- \$30/hour
 - Professional Development³
 - Curriculum Development

- D.6.2 Supervision -- \$30-40/hour (\$2 Steps)
 - Detention
 - Credit Recovery
 - Summer School (Credit Recovery)

³ Cannot be used for Professional Growth Program salary advancement.

D.6.3 Instruction -- \$35-49/hour (\$2 Steps)

- Tutoring
- Homework Help
- Home and Hospital Teaching
- Summer School (Teaching and Planning)

D.7 Other Stipends

D.7.1 Stipends shall be placed into the “Other” category only under exceptional circumstances. The Association and District shall first seek to place any added stipends in a class as outlined elsewhere. Only in the event that the teams agree that a class placement is not appropriate will they use an alternative method of compensation.

D.7.2 Other stipend list

Other			
Position	Site	Positions	Rate
Designated Reading Specialist ⁴			250
Fully Clear Credentialed Special Ed			2% of salary placement if teaching in a position that requires the credential
Master’s Stipend			1000
P.E. Supervision During Prep Period ⁵	HES/FOX	1 per grade level	1000 per trimester
Phast JV ⁶	HHS		1500
Phast JV ⁷	ROSS		750
Teacher in Charge Daily Stipend ⁸	RMS		100/Day
Teacher in Charge Yearly Stipend ⁹	K-5		See Note
Speech Language Therapist			\$10,000 above teacher placement for a 1.0 FTE clear credentialed therapist

⁴ Per Edcode Section 54124.

⁵ At K-5 schools for grades 1-5, the district shall offer a \$1000/trimester “P.E. Prep Period” stipend at each grade level. This stipend position is contingent upon availability of classified aides and the willingness of grade level teachers to take the position. This position may be shared by up to three teachers if they submit a written schedule approved by the Principal.

⁶ Grant funded.

⁷ Ibid.

⁸ At the K-5 sites, the site principal will designate a Teacher in Charge in order to assist with discipline when the site leader is out of the district. At K-5 sites where there are 19 certificated. At K-5 sites where there are 20 certificated employees or more, the stipend will be \$850/year.employees or less, the stipend will be \$700/year. At the 6-8 site, the principal will designate a Teacher in Charge as needed when there is no site coverage. The TIC at Ross will be compensated at \$100 per day. At K-5 sites with more than one administrator, the daily rate will be utilized.

⁹ Ibid.

D.8 Process to request a new stipend or to reclassify an existing one.

D.8.1 New stipend requests, or requests for reclassification, shall be made in writing to site administration stating the reason for the change and explaining a justification for the change/new stipend, if site admin agrees they will propose it to the district/Association to be discussed in annual contract negotiations. Requests must be made to site admin by December 1st and the site admin will forward to the District Office and to HEA negotiation lead and/or President by Jan 15th. Stipends that are approved or reclassified will be effective the following school year.

APPENDIX E: SALARY SCHEDULE, INITIAL PLACEMENT/SUBSEQUENT MOVEMENT

I. INITIAL PLACEMENT ON SALARY SCHEDULE

A. General:

1. Proper placement cannot be made until verification of experience and transcript of college work has been filed with the District Office. All placements shall be contingent upon official verifications.
2. Provisional placement on the salary schedule will be made at the time employment is offered. Final placement will be determined upon review of official collegiate transcripts and letters verifying employment.
3. Teachers who possess a Preliminary Teaching Credential shall be eligible for placement at or beyond Column 1, Step 1.
4. Any teacher who does not qualify pursuant to 3. (above) shall be placed at Step 1, Column 1, less five percent (5.0%) and shall remain at that placement until otherwise qualified. This provision does not apply to teachers who are approved for renewals delayed by the CTC.

B. Teachers with No Prior Teaching Experience:

Teachers with no prior teaching experience shall be placed on step one (1) of the appropriate vertical salary schedule column.

C. Experienced Teachers:

Experienced teachers shall be granted experience credit for each year of teaching as follows:

1. A year of credit may be granted only when the teacher taught in at least a half ($\frac{1}{2}$) time capacity for seventy-five percent (75%) of the days school was in session.
2. Experience credit shall be granted on a year-for-year basis up to fourteen (14) years for teaching experience in grades K-12 in any public school, college, university or WASC-accredited private school. Experience credit for credentialed teaching in schools administered by the criminal justice systems shall be granted on a one (1) year credit for every one (1) years of teaching experience basis for placement.
3. Military or Peace Corps: In cases where regular military service has interrupted teaching, credit will be allowed for up to two (2) years of this military experience. Up to two (2) years shall be granted for Peace Corps service.
4. Up to five (5) years of experience for vocational or commercial experience may be granted for that vocational or commercial experience that exceeds the experience requirements necessary to obtain the credential. Such additional vocational or commercial experience, in order to be deemed acceptable, must conform to the type of work experience appropriately related to the teaching subjects as determined and held acceptable by the credential commission. Vocational or commercial experience for salary placement will be granted only to holders of credentials with a specialization in vocational trade and technical teaching and only if the employee is teaching in those subject areas as required by the District and authorized by the credential.

II. MOVEMENT ON SCHEDULE AFTER PLACEMENT

- A. Approval for all course work shall be obtained from the Superintendent, or his/her designee, prior to the first class meeting of a given course.
- B. Post baccalaureate units of college credit in the employee's major or minor, current teaching area of required District service, or advanced degree or credential programs shall be approved by the Superintendent or designee for application toward horizontal advancement on the salary schedule. Other units may be approved by the Principal and Superintendent and a Certificated Employee Screening Committee (composed of three [3] permanent teachers selected by teachers).
- C. Official transcript verification of completion of all course work must be filed in the office of the Superintendent in order to provide salary schedule placement. The transcript must establish that course work has been satisfactorily completed prior to September 1 of the first year in which is to be applied for salary credit. All transcripts must be received by December 1 in order to be applicable for salary credit in that current year.
- D. Limitations:
 - 1. Duplication of course content will not be approved for salary advancement.
 - 2. Units derived from conferences or workshops where any District payment is involved, including the payment for a substitute, will not be counted toward advancement on the salary schedule. If all costs are paid by the teacher, including the cost of the substitute, the units shall be counted toward advancement on the salary schedule.
 - 3. Survey-type education courses (e.g., "Issues in Contemporary Education") may be taken for a maximum of three (3) units once every three (3) years.
- E. Experience Movement without sufficient units for column movement shall be limited as set out in the salary schedule in APPENDIX B.

III. Unique situations not clearly delineated above will be reviewed and resolved by the Certificated Employees Screening Committee. The Certificated Employees Screening Committee shall consist of three (3) teachers appointed by the President of the Association, one administrator appointed by the Superintendent and the Superintendent or his/her designee.

IV. ADVANCEMENT

- A. A maximum of fifteen (15) units may be applied in a contract year for salary advancement. In the event a teacher earns more than fifteen (15) units in any one school year, the units that exceed fifteen (15) may be accumulated and carried forward for subsequent school year salary advancement purposes.

APPENDIX F: REQUEST FOR TRANSFER/REASSIGNMENT

This form is to be used by any teacher who desires to be considered for a teaching vacancy during the current school year.

If you are interested in teaching at either Ross Middle School or Hughson High School, also list the subjects you are interested in and qualified to teach. Once you have completed this form, please return it to your site administrator.

This form will be valid to the end of summer recess in any given school year. Should a vacancy occur during summer recess, you will be notified in accordance with your request.

The filing of this form will result in your being included in the screening process concerning the vacancy in which you are interested.

SCHOOL(s) _____

GRADE LEVEL(s) _____

SUBJECT(s) _____

Signature

Date

APPENDIX G: FORM 1, HUSD EVALUATION CHECKLIST AND RECORD OF EVALUATION

Teacher:

Evaluator:

Date of Last Completed Evaluation: ___/___/___

Teacher Status

- Probationary/Intern/Emergency
- Permanent (3-10 years)
- Permanent (10+ years)

Teacher notified of requirement to evaluate during current school year: ___/___/___

Requirements

- Four observations for Probationary/Intern/Emergency plus two evaluation forms (repeat checklist twice)
- Two observations for Probationary/Intern/Emergency plus one evaluation form

Step	Observation Process	Date of Event	Administrator Initial	Evaluatee Initial
1	Observation Pre-Conference			
2	Minimum 30 Minute Observation			
3	Post-Observation Conference and observation(must be calendared within 10 days of the observation)			
4	Optional Employee Response (must be submitted within 10 workdays of receiving an evaluation form)			
5	Observation Pre-Conference			
6	Minimum 30 Minute Observation			
7	Post-Observation Conference (must be calendared within 10 days of the observation)			
8	Optional Employee Response (must be submitted within 10 workdays of receiving an evaluation form)			

This form will be updated throughout the year. It will be maintained by the administrator, but available to the teacher at any time. When complete a copy of the form will be given to the teacher and the original will be placed in the employee file.

APPENDIX G: FORM 2, CSTP EVALUATION FORM

Hughson Unified School District
California Standards for the Teaching Profession (CSTP)
 EVALUATION OF TEACHING PERFORMANCE

Teacher _____ Date _____

School _____

Grade/Subject _____

Period Covered by this Evaluation _____

Date of Conferences _____

Date of Observations _____

Temporary ___ Probationary ___ Tenured ___

- 4 – Exceeds Standard Expectations
- 3 – Meets Standard Expectations
- 2 – Developing Practice Consistent with Standard Expectations
- 1 – Unsatisfactory -- Not Consistent with Standard Expectations
- N/A – Not Applicable
- N/O – Not Observed

STANDARD I - Engaging and Supporting All Students in Learning	4	3	2	1	N/A	N/O
Connecting students' prior knowledge, life experience, and interests with learning goals						
Using a variety of instructional strategies and resources to respond to students' diverse needs						
Facilitating learning experiences that promote autonomy, interaction, and choice						
Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful						
Promoting self-directed, reflective learning for all students						
STANDARD II - Creating/Maintaining an Effective Environment for Student Learning	4	3	2	1	N/A	N/O
Organizing the physical environment						
Planning and implementing procedures and routines						
Establishing a climate of fairness and respect						
Promoting social development and responsibility						
Establishing and maintaining standards for student behavior						
Using instructional time effectively						
STANDARD III - Understanding and Organizing Subject Matter	4	3	2	1	N/A	N/O
Demonstrating knowledge of subject matter content						
Organizing curriculum to support student understanding						
Integrating ideas and information						
Developing student understanding-instructional strategies						
Using materials, resources, and technologies						

STANDARD IV - Planning Instruction and Designing Learning Experiences for All	4	3	2	1	N/A	N/O
Drawing on student's background, interests & developmental learning needs						
Establishing goals for student learning						
Developing and sequencing instructional activities						
Designing long and short term plans						
Modifying for student needs						
STANDARD V - Assessing Student Learning	4	3	2	1	N/A	N/O
Establishing learning goals for all students						
Using multiple sources of information to assess						
Involving & guiding students assessing their own learning						
Using the results of assessments to guide instruction						
Communicating with students and families about student progress						
STANDARD VI - Developing as a Professional Educator	4	3	2	1	N/A	N/O
Reflecting on teaching and learning						
Engaging families in student learning						
Using community resources to support student learning						
Working with colleagues to improve teaching and learning						
Pursuing opportunities to contribute and grow professionally						
Balancing professional responsibilities						

Administrator Summary:

Teacher Comments:

Teacher

Date

Evaluator

Teachers have the right to respond to all evaluation documents presented.

APPENDIX G: FORM 3, EVALUATEE RESPONSE TO EVALUATION REPORT

**HUGHSON UNIFIED SCHOOL DISTRICT
EVALUATEE RESPONSE TO EVALUATION REPORT**

_____ Permanent Probationary 1st Year 2nd Year
Name of Evaluatee

This form may be completed by the evaluatee in response to the evaluation report(s). When completed, this form will be attached to the evaluation report(s).

_____ Evaluators Signature	_____ Date	_____ Evaluatee's Signature	_____ Date
Original - Personnel	Copy 1 - Evaluatee	Copy 2 - Evaluator	

NOTICE: Evaluatee has ten (10) days within which to complete a response to this form prior to this form's inclusion in evaluatee's personnel file.

APPENDIX G: FORM 4, FIVE-YEAR EVALUATION CYCLE REQUEST FORM

Instructions: For teachers eligible to be placed on the five-year cycle, during the first month of school the teacher shall complete or provide a previously signed copy of the this form to his/her site administrator.

Having met the contractual requirements to be placed on a five-year evaluation cycle according to the requirements of Assembly Bill 954 (2003), I hereby request to be placed on a five-year evaluation cycle. My last completed evaluation was for the 20___/20___ school year. The next required evaluation will be for the 20___/20___ school year.

Teacher Signature and Date

Administrator Signature and Date

Signature of both Teacher and Administrator is acknowledgement of mutual agreement that the teacher shall be evaluated once every five years. This agreement remains valid until revoked in writing by either party or until the conclusion of the five-year cycle. Revocation shall not be later than the first month of the school year.

APPENDIX H: FORM 1, INITIAL GRIEVANCE FORM

**HUGHSON UNIFIED SCHOOL DISTRICT
Grievance Procedure
INITIAL GRIEVANCE FORM
Form 1**

Directions: This form is to be completed by a bargaining unit member filing a written Level 1 grievance where matter was not informally resolved.

1. _____
NAME (Last) (First) (Middle)
2. _____
ADDRESS HOME TELEPHONE
3. _____
REPRESENTATIVE (if any)
4. _____ 5. _____
SCHOOL SITE GRADE and/or SUBJECT
6. DATE GRIEVANCE OCCURRED: _____
7. SPECIFY AGREEMENT TERM(S) VIOLATED, MISINTERPRETED OR MISAPPLIED:

8. GRIEVANCE: (Clear, concise statement of circumstances prompting grievance)

9. SPECIFIC REMEDY SOUGHT: _____

10. REASONS WHY DECISION AT LEVEL 1 INFORMAL LEVEL WAS UNSATISFACTORY:

11. CONFERENCE REQUESTED: _____ YES _____ NO

Copies: White = Superintendent/Personnel Yellow = Grievant Pink = Association President Blue = Immediate Supervisor

RECEIVED BY: _____
NAME/TITLE DATE LEVEL 1 GRIEVANCE RECEIVED

APPENDIX H: FORM 2, GRIEVANCE APPEAL FORM

**HUGHSON UNIFIED SCHOOL DISTRICT
Grievance Procedure
GRIEVANCE APPEAL FORM**

Form 2

Directions: This form is to be completed by a bargaining unit member whose grievance has been denied at Level I _____ or II _____ (check whichever applicable).

1. _____
NAME (Last) (First) (Middle)

2. _____
DATE GRIEVANCE FILED WITH COPY ATTACHED DATE OF INFORMAL CONFERENCE (if one held)

3. DATE DECISION(S) RENDERED WITH COPY ATTACHED OF ALL PRIOR DECISION(S) (if no decision rendered, so state):

4. REASON FOR APPEAL OF MOST RECENT DECISION:

5. CONFERENCE REQUESTED: _____ YES _____ NO

6. DATE RECEIVED BY OR ON BEHALF OF SUPERINTENDENT OR GOVERNING BOARD:

NAME/TITLE LEVEL I _____ or II _____ (check one) DATE RECEIVED

7. SUPERINTENDENT'S RESPONSE (if applicable):

8. BOARD RESPONSE (if applicable):

