

Tentative Agreement: HRUSD - HRTA
2018-2019 Negotiations: Reopeners

Pending ratification by the association membership and the Board of Trustees.

4/27/2018 1:50 PM

Appendix A - Salary Schedule & Health Benefit Cap

On 4/27/2018, via electronic communication, the parties agreed to the following:

Salary Schedule

A 2.5% general increase to the salary schedule, effective starting with each employee's first paycheck of the 2018-2019 annual payroll cycle.

Health Benefit Cap

No increase to the health benefit cap for the 2018-2019 school year.

Article 3: Leaves of Absence

On 4/18/2018, the parties agreed to the following language:

Section 3.6 - Bereavement Leave

An employee shall be entitled to paid bereavement leave, not to exceed five (5) days for the death of a parent, spouse or child. An employee shall be entitled to up to three (3) days of paid bereavement leave for the death of a member of the family, or five (5) days if out-of-state travel is required. Members of the family, as used in this paragraph, means: grandmother, grandfather, or a grandchild of the employee, or the mother, father, child, grandmother, grandfather, or a grandchild of the spouse of the employee, and the son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, aunt, and uncle of the employee, or a person who was, at the time of death, a permanent member of the employee's household. Bereavement leave must be taken within six (6) months of the death of the family member. Employee shall also be entitled to paid bereavement leave, not to exceed ½ day, for the death of a current student and/or parent/guardian of a current student to attend the funeral.

On 4/18/2018, the parties agreed to the following new section and language:

Section 3.12 - Parental Bonding Leave

Unit members are eligible for parental bonding leave as provided in Education Code section 44977.5. If both parents work for the District, the maximum parental bonding leave that can be taken between the two parents is 12 weeks pursuant to Government Code section 12945.2(q).

Note: Re-number the subsequent section "Association Business" as Section 3.13

Article 8: Teaching Conditions

On 4/18/2018, the parties agreed to the following language:

Section 8.2 - Workday

The teacher's work day is to be considered a professional day, meaning that in addition to the time spent in the classroom during the student day, teachers spend such additional time as is necessary to fulfill their professional responsibilities. A teacher's professional responsibilities may include, but are not limited to the following:

- (a) Attendance and participation at weekly staff meetings. One afternoon per week will be set aside for regularly scheduled staff meetings, ~~including collaboration time~~. Emergency staff meetings may be called at other times if necessary. Regularly scheduled staff meetings will begin at 3:00 p.m. and will conclude at ~~5:00~~ 4:00 p.m. The primary use of staff meeting time is intended for ~~team collaboration and~~ professional development that is meaningful, appropriate, and relevant to the teachers' professional responsibilities. Staff meeting time may also include professional collaboration.

If a particular staff meeting needs to last longer than one hour, then the length of another meeting will be reduced accordingly. The maximum length of any staff meeting will not be greater than two hours. There will not be more than four (4) staff meetings during the year that are longer than one hour. Reasonable advance notice will be given to teachers of an upcoming staff meeting that will be longer than one hour.

- (b) Attendance and participation in weekly team collaboration meetings. The purpose and intent of the parties in establishing consistent and protected weekly collaborative team meetings is to improve student learning and achievement through a cycle of inquiry in the process of answering the four core questions of a Professional Learning Community, as follows:

- What do we want our students to learn (know, understand, and/or be able to do)?
- How will we know if they have learned it?
- What will we do when they do not learn it?
- What will we do if they have already learned it?

At the beginning of each school year, each collaborative team will propose to the principal (or designee) a weekly meeting time for their team collaboration. The goal of the parties is to establish a weekly collaborative meeting for each team that is not less than 50 minutes in length. To the greatest extent possible, common preparation periods for collaborative teams will be built into the master schedule. If a common preparation period has been established for a team, that common preparation period will be preferred by all parties as a time in which to schedule weekly collaboration team meetings, at least in part.

The principal (or designee) will either approve the proposed meeting time or ask the team to make a different proposal. A team may propose to establish a weekly collaboration meeting time that occurs, at least in part, during their "duty-free" lunch, and such a proposal may be approved by the principal (or designee) without constituting a violation of contract. If necessary, the principal (or designee) will designate a reasonable time for a team's weekly collaboration meeting. The principal (or designee) will not unilaterally mandate that a team have a weekly collaboration meeting time that occurs during their "duty-free" lunch. The scheduling of collaborative team meetings during preparation periods that are provided in accordance with the terms of this collective bargaining agreement shall not constitute or be construed as a reduction of contractual preparation time.

In the event that one contiguous time period during the week cannot be identified or established for a collaborative team to meet for the intended minimum amount of meeting time, then the principal (or designee) may approve two times during the week for that team to meet for collaboration, as long as sufficient time is available at each of those times for the team to engage in effective collaboration. In the event that a scheduled team collaboration meeting cannot take place at the scheduled time, the principal (or designee) shall work with the affected team to arrange for another time to meet if possible.

- (c) Each member of the bargaining unit will actively engage in instructional technology coaching for a minimum of six hours during the year outside of their other assigned duty time within their professional day.

Article 9: Job Shared Contracts

On 4/18/2018, the parties agreed to delete Section 9.4 completely, and renumber the subsequent sections accordingly.

Section 9.4

~~In unusual circumstances the timeline and/or the requirements for permanent status may be waived by the Superintendent.~~

On 4/23/2018, the parties agreed to the following language:

Section 9.7 *[to be renumbered as Section 9.6]*

Non-teaching assignments shall be shared. However, the following activities require the attendance of both job-sharing employees:

- (a) Open House
- (b) Back-to-School Night
- (c) Mandatory Staff Development Activities
- (d) First ~~four (4)~~ **two (2)** days and the last **two (2)** days of Student Attendance
- (e) Parent Conferences

On 4/18/2018, the parties agreed to the following language:

Section 9.8 *[to be renumbered as Section 9.7]*

Prior to the first year of participation, teachers shall request a part-time leave of absence from their full-time teaching position. **Said request for leave shall only be acted upon by the District if request for job sharing is also approved.** Teachers electing to continue in the job-sharing program beyond the first year shall, as a condition of continuing in the program, resign whatever percentage of their full-time position that is not necessary for their continued employment as a part-time employee under this program. ~~Said request for leave shall only be acted upon by the District if request for job sharing is also approved.~~

Glossary

On 4/18/2018, the parties agreed to the following language:

GLOSSARY DEFINITIONS

The following definitions shall apply when interpreting the language of this collective bargaining agreement.

- Employee: A person represented by the Hart-Ransom Teachers Association.
- Positions: Certificated positions not covered in this Agreement include administrators, superintendent, and charter school personnel.
- Seniority: Seniority is established by the employee's initial contract duty date of the regular school year in the District. **(Seniority for those employees with the same date of service will be determined by lot for the purposes of this contract only and not for reduction in force. For reduction in force, seniority will be based on Education Code provisions.)**

<u>Day:</u>	<u>"Day" shall mean calendar day unless specified otherwise within a particular article or section of the contract or by law.</u>
<u>Business Day:</u>	<u>"Business Day" shall mean a day on which the district office is open unless specified otherwise within a particular article or section of the contract or by law.</u>
<u>Workday:</u>	<u>"Workday" shall mean a day on which the employee is scheduled to work in accordance with the applicable work year calendar, unless otherwise provided by law in specific applications.</u>
<u>Working Day:</u>	<u>"Working Day" shall mean any day on which the employee is scheduled to work in accordance with the applicable work year calendar and actually works on that day.</u>
<u>Weekday:</u>	<u>"Weekday" shall mean any day that falls on or between Monday and Friday of any given week.</u>
<u>Professional Day:</u>	<u>"Professional Day" shall be defined as specified in Section 8.2 of Article 8 - Teaching Conditions.</u>

Correction of Terms Throughout the CBA Based on Definitions

On 4/18/2018, the parties agreed to the following language:

Section 4.2.2 Timelines [Evaluations]

- (a) There will be at least four (4) formal observations of probationary employees and permanent employees in need of remediation (two prior to the last ~~working day~~ **school day** before winter break, and two prior to March 10 and one (1) formal observation of permanent employees prior to April 15).

[Paragraphs (b) through (d) and (f) not included for the purpose of this proposal]

- (e) Probationary teachers shall be evaluated at least twice each year during probationary service. The first evaluation report shall be completed and reports filed prior to the last ~~working day~~ **school day** before winter break. The second evaluation report shall be completed by March 10.

Section 6.4 [Personnel File]

Information of a derogatory nature, except material mentioned in 6.2, above, shall not be entered or filed unless and until the employee is notified and verification has been made that the employee has received a copy. The employee will be given an opportunity to review and comment thereon as long as the request is made by the employee within ten (10) ~~working days~~ **business days**. The employee shall have the right to enter, and have attached to any derogatory statement, his/her own comments thereon. The review shall take place during

normal business hours, and the employee shall be released from duty for this purpose without salary deduction.

Section 8.1.4 *[Teaching Conditions]*

Repairs, setup, and programming of educational technology/equipment/ instructional devices shall be made as soon as possible by qualified personnel. If an item cannot be serviced within ten (10) ~~working days~~ **business days**, the District shall provide an adequate replacement for use during this period if requested by the teacher.

Section 8.2 ~~Work Day~~ **Workday**

The teacher's ~~work day~~ **workday** is to be considered a professional day, meaning that in addition to the time spent in the classroom during the student day, teachers spend such additional time as is necessary to fulfill their professional responsibilities. A teacher's professional responsibilities may include, but are not limited to the following:

Section 8.4.1 *[Work Breaks]*

Lunch. Employees' workday shall include a forty (40) consecutive minute duty-free lunch period, except on minimum days. The lunch period is to be concluded before the end of the professional ~~work day~~ **workday**. Employees shall be present with their students when the allotted time of their lunch period has elapsed.

Section 8.5.1 *[Preparation Periods]*

Each full-time teacher in grades K-8 shall receive a daily forty (40) minute preparation period before the end of the professional ~~work day~~ **workday**. The preparation period may be different on minimum days and testing days.

Section 11.3.7 *[Grievance]*

When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the ~~day~~ **workday**, she/he shall be released without loss of pay in order to permit participation in the foregoing activities. Any employee who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

Section 11.4.1 Level One -- Informal Discussion with Principal or Immediate Supervisor *[Processing a Grievance]*

The aggrieved person(s) shall first discuss a complaint within fifteen (15) ~~workdays~~ **business days** of the incident, informally with the principal or immediate supervisor, either directly or in the company of the Association's designated grievance representative, with the objective of resolving the matter informally. The principal or appropriate supervisor will respond within ten (10) ~~workdays~~ **business days** of the original complaint, unless mutually agreed otherwise.

Section 11.4.2 Level Two -- Formal Conference with the Immediate Supervisor *[Processing a Grievance]*

- a. If the aggrieved person(s) is not satisfied with the disposition of the complaint through the informal procedure at Level One, he/she must submit his/her formal grievance, in writing to the immediate supervisor or principal within ten (10) ~~workdays~~ **business days** of the informal conference. His/her claim should include the following:

[Bullet points not included for the purpose of this proposal]

- b. The immediate supervisor/principal shall communicate his/her decision to the aggrieved person(s) in writing, within ten (10) ~~workdays~~ **business days** after receiving the grievance.

Section 11.4.3 Level Three -- Appeal to the District Superintendent (or his/her designee)

[Processing a Grievance]

- a. If the parties do not agree at Level Two, the aggrieved person(s) may appeal the decision within ten (10) ~~workdays~~ **business days** after concluding Level Two. The appeal must be made, in writing, to the superintendent or his/her designee. A copy of all grievance records will be forwarded, with the appeal, to the superintendent.
- b. The superintendent or his/her designee may confer informally with the aggrieved person(s), separately or jointly, within ten (10) ~~workdays~~ **business days**.
- c. The superintendent or his/her designee shall communicate his/her decision to aggrieved person(s) within ten (10) ~~workdays~~ **business days** after his/her final meeting with the grievant. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association, and the District. This agreement may be nonprecedential and shall constitute a settlement of the grievance.

Section 11.4.4 Level Four -- Appeal to Governing Board *[Processing a Grievance]*

If the superintendent's response is not satisfactory to the grievant, the grievance shall be transmitted by the grievant to the Governing Board within ten (10) ~~workdays~~ **business days**. Within thirty (30) ~~days~~ **business days**, the Governing Board shall conduct a hearing. The Governing Board shall render a decision within ten (10) ~~workdays~~ **business days** after the hearing and furnish a copy to the employee organization and grievant.

Section 11.4.5 Level Five -- Arbitration *[Processing a Grievance]*

- a. If the grievant is not satisfied with the decision at Level Four, the employee may request that the Association, within fifteen (15) ~~workdays~~ **business days**, submit a request in writing to the Superintendent for arbitration of the dispute.

Section 12.2.2 *[Transfers and Reassignment]*

Teaching openings will be posted for a minimum of three (3) ~~working days~~ **business days**. Certificated staff members may apply for the posted position by completing the appropriate form and submitting it to the superintendent by the deadline. Openings will be posted by the administration in designated areas in the staff room and/or on an electronic job posting venue.

Section 12.4.3 *[Involuntary Reassignment]*

An employee involuntarily transferred/reassigned other than during the first three weeks of the regularly scheduled work year, commencing with employees' first ~~reporting day~~ **workday**, will be given written notification two (2) weeks prior to the action. The reason(s) for such action will be stated in writing. The District and the employee may mutually agree to waive the two-week notification.

Section 13.1 Calendar

The work year shall consist of 185 days workdays as follows:

Section 13.1.5 [Calendar]

A workday "teacher work day" will be scheduled the first workday following the last day of classes for the school year. A teacher may leave campus after being fully checked out and cleared by the administration. Teachers shall, at a minimum, stay on site until noon.

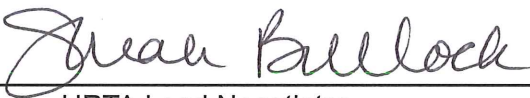





Section 14.1.3 [Salary Schedule]

Unit members who have served in the District in a paid capacity for at least 75% of the scheduled work days workdays shall qualify for schedule movement in the following school year. Any unit member who is in a paid capacity for less than 75% of the scheduled work days workdays shall qualify for the schedule movement after two (2) years of service in that position.

Appendix B: Stipend Schedule

The parties agreed to make no changes to the stipend schedule at this time.

Signatures of Tentative Agreement

 _____ HRTA Lead Negotiator	 _____ Date
 _____ HRTA President	 _____ Date
 _____ HRUSD Superintendent	 _____ Date