

Tentative Agreement: HRUSD - HRTA
2022-2023 Negotiations: Successor

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

11/18/2022 at 1:30 p.m.

Appendix A - Salary Schedule & Health Benefit Cap

On 11/18/2022, the parties agreed to the following language:

Salary Schedule Increase (2022-2023)

A 6.2% general increase to the salary schedule, retroactive to July 1, 2022 (retroactively effective starting with each employee's first paycheck of the 2022-2023 annual payroll cycle).

Health Benefit Cap (2022-2023)

Increase the annual benefit cap from \$9,000 to **\$10,200**, retroactive to July 1, 2022, over and above the negotiated salary schedule increase, to be applied in the same manner as it would have been if it had actually been in place starting July 1, 2022.

Additional notes regarding the total proposed compensation increase:

- The increase to the benefit cap as outlined above represents the equivalent of a **1.0%** increase to the salary schedule.
- The increases to the stipend schedule as outlined in this agreement represent the equivalent of a **0.037%** increase to the salary schedule.
- As described above, the overall total increase in compensation to the Association members is the equivalent of a **7.237%** increase to the salary schedule.

Preamble

On 10/25/2022, the parties agreed to the following language:

This Agreement is made and entered into this 18th day of November, 2022 by and between the Hart-Ransom Union School District, hereinafter referred to as the District, and the Hart-Ransom Teachers Association, hereinafter referred to as Association.

This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549.3 of the Government Code of the State of California.

This Agreement shall remain in full force and effect from July 1, ~~2019~~ 2022 through June 30, ~~2022~~ 2025 with reopeners.

Article 1: Recognition

On 10/25/2022, the parties agreed to the following language:

1.1 Recognition

The District hereby acknowledges that the Association is the exclusive bargaining representative for all certificated teachers and counselors assigned solely or primarily to the elementary school, and for speech and language pathologists assigned solely or primarily to the elementary school. Certificated positions not represented by the Association include administrators, the superintendent, any certificated person who is assigned solely or primarily to the charter school, temporary and short-term employees, walk-on coaches and instructors/tutors, and substitute teachers.

Article 3: Leaves of Absence

On 10/25/2022, the parties agreed to the following language:

3.7 Personal Necessity Leave

3.7.4 An employee shall complete the District absence request ~~form~~ and submit it to their immediate supervisor for approval ~~and signature~~ no later than 8:00 a.m. one (1) business day prior to using personal necessity leave, except if the leave falls under areas enumerated below. In those instances, the employee will complete the District absence request ~~form~~ when they return to work and submit it to their immediate supervisor for approval ~~and signature~~.

3.8 Discretionary Leave

3.8.3 An employee shall complete a District absence request ~~form~~ and submit it to his/her principal for approval ~~and signature~~ no later than 8:00 a.m. one (1) business day prior to using discretionary leave.

Article 4: Teacher Evaluations

On 10/25/2022, the parties agreed to the following language:

4.2.2 Timelines

(f) The evaluation shall be reduced to writing and a copy transmitted to the permanent certificated employee not later than thirty (30) calendar days before the last school day scheduled on the school calendar adopted by the District for the school year in which the evaluation takes place.

(g) Before the last school day scheduled on the school calendar adopted by the District for the school year, a meeting shall be held between the employee and the evaluator to discuss the evaluation.

4.5 Employee Response

The employee shall have the right to initiate a written reaction or response to the evaluation. This response shall become a permanent attachment to the employee's personnel file. Before the last school day scheduled on the school calendar adopted by the District for the school year, a meeting shall be held between the employee and the evaluator to discuss the evaluation. If requested by the employee in writing within five business days after the evaluation meeting, a meeting will be held between the employee and the evaluator and/or the superintendent to review the employee's written response to the evaluation.

4.7 Remediation

~~4.7.3 Prior to an unsatisfactory composite evaluation an employee shall be allowed to voluntarily enter a Peer Assistance Review (PAR) program. The administration shall allow a minimum of 4 school months for the employee to improve prior to issuing an unsatisfactory evaluation.~~

~~4.7.4 If a teacher does not meet District expectation in an evaluation, the teacher shall be referred to the Peer Assistance (PAR) program.~~

Article 5: Peer Assistance and Review

On 10/25/2022, the parties agreed to delete Article 5 (Peer Assistance and Review) in its entirety.

Article 7: Class Size

On 10/25/2022, the parties agreed to the following language:

- 7.5** As relating to class size in transitional kindergarten, the District will comply with the requirements of EC 48000(g), so long as that section of law and its requirements remain in effect.

Article 10: Units Toward the Salary Schedule

On 10/25/2022, the parties agreed to the following language:

- 10.8** The employee is responsible for correct information filed with the superintendent. Correction(s) to salary schedule placement will be made as appropriate when a District error in placement is discovered. Under no circumstances will any correction(s) for additional units be retroactive to any previous year.

Article 17: Reopener

On 10/25/2022, the parties agreed to the following language:

17.1 Reopener

For the ~~2019-2022~~ 2022-2025 contract years the following will be in effect only as outlined below:

1. Three-year contract: ~~2019-2020, 2020-2021, and 2021-2022~~ 2022-2023, 2023-2024, and 2024-2025
2. There will be a scheduled yearly reopener to negotiate health and welfare benefits and salary for the duration of the contract.
3. For the duration of the contract, each party may reopen up to two articles per year.

Appendix B: Stipend Schedule

On 10/25/2022, the parties agreed to the following:

Kindergarten Assessment Day

Change "Kindergarten Camp" to "Kindergarten Assessment Day"

Increase the total stipend allocation from \$500 (\$100 x 5) to \$1,000 (\$200 x 5)

On 11/3/2022, the parties agreed to the following:

SST Coordinator Stipend

Increase the SST Coordinator stipend allocation from \$300 to \$1,000

Remove the following language: "(Sub provided for day of event and ½ day of prep time)"

Student Council Coordinator Stipend

Increase the Student Council Coordinator stipend allocation from \$750 to \$1,000

On 11/10/2022, the parties agreed to the following:

Cell Phone Stipend

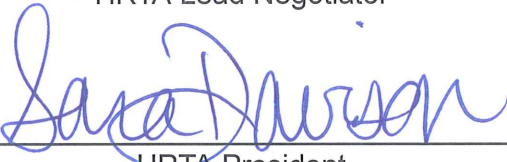
Add a cell phone stipend allocation, as specified below:

1. \$40.00 per month for ten (10) months of the school year, for a total of \$400.00 per year, per specified employee.
2. A total of three (3) cell phone stipends, available to two (2) Resource Specialists and one (1) School Counselor.
3. Any employee receiving a cell phone stipend shall keep their cell phone on, available, and ready for use throughout the professional workday.
4. The District shall not be responsible for any employee's cell phone at any time, and shall not be held liable for any loss, misuse, or damage to an employee's cell phone, either within or outside the professional workday.

Signatures of Tentative Agreement

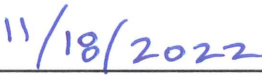

HRTA Lead Negotiator


Date


HRTA President


Date


HRUSD Superintendent


Date

Addendum to
HRTA-HRUSD Tentative Agreement

2022-2023

Regarding Timeline of Ratification and Implementation

The parties (HRUSD and HRTA) hereby agree to the following timeline for ratification and implementation of the tentative agreement between the parties for 2022-2023:

- Tentative Agreement: 11/18/2022
- HRTA Ratification Vote: 11/30/2022
- Addendum to Tentative Agreement: 12/5/2022
- HRUSD Board Ratification Vote: 12/6/2022
- Increases (salary and benefits) added no sooner than December 2022 payroll
 - Payroll due to SCOE by 12/12/2022
 - Increases (salary and benefits) will appear no sooner than the 12/31/2022 paycheck
- Retro Payments will be processed no sooner than January 2023 payroll
 - Retros (salary and benefits) will appear no sooner than the 1/31/2023 paycheck

Signatures of Agreement Regarding This

Addendum to the 2022-2023 Tentative Agreement

Jennifer Brinkman
HRTA Lead Negotiator

12/5/2022
Date

Hannah Pilgus
HRTA President

12/5/22
Date

M. Simpley
HRUSD Superintendent

12/5/2022
Date