

HRUSD-HRTA 2021-2022 Negotiation Update

Provided by the Hart-Ransom Union School District

May 3, 2022

- **Overview**

- HRUSD and HRTA met on Tuesday, April 12, 2022 and again on Friday, April 29, 2022 for reopener contract negotiations for the 2021-2022 school year. These were positive and productive meetings during which the parties worked well together and reached agreement on eleven different contract language items, as well as an updated certificated hourly rate of pay. Additionally, the parties negotiated an increase to the certificated salary schedule.
- On Tuesday, May 3, 2022, the HRTA membership met and voted to ratify the agreement, and the parties signed the Tentative Agreement document that same afternoon.
- The Tentative Agreement is scheduled for ratification by the HRUSD Board of Trustees on Tuesday, December 10, 2022.
- The parties agreed to a 3.4% salary schedule increase for 2021-2022. The parties agreed to no increase in the benefit cap for 2021-2022. The full text of the parties' tentative agreement is provided below.

The parties' complete tentative agreement is attached.

Tentative Agreement: HRUSD - HRTA
2021-2022 Negotiations: Reopeners

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

5/3/2022 at 3:15 p.m.

Appendix A - Salary Schedule & Health Benefit Cap

On 5/3/2022, the parties agreed to the following language:

Salary Schedule Increase (2021-2022)

A 3.4% general increase to the salary schedule, retroactive to July 1, 2021 (retroactively effective starting with each employee's first paycheck of the 2021-2022 annual payroll cycle).

Health Benefit Cap (2021-2022)

No increase to the health benefit cap for the 2021-2022 school year.

Article 3: Leaves of Absence

On 4/12/2022, the parties agreed to the following language:

Section 3.1 - Sick Leave

Every employee employed five (5) days per week for a full school year (185 days) shall be entitled to ten (10) days leave of absence for illness or injury or one (1) sick leave day per month based on a ten (10) month work year. All ten (10) sick leave days are available to the employee commencing with the first day of employment each school year. Employees employed on a part-time basis shall be entitled to a proration of sick leave as allocated above. If said employee does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year to year.

The District shall require written verification of the illness or injury from a physician or licensed medical practitioner in the event that the employee is absent from school due to illness or injury for five (5) or more consecutive workdays. The employee shall provide this verification within three (3) business days after returning to work.

On 4/12/2022, 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 member of the immediate family, including 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 extended family, or five (5) days if more than 300 miles or out-of-state travel is required. Members of the extended 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~~ An 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 4/29/2022, the parties agreed to the following language:

3.7 Personal Necessity Leave

3.7.3 Personal necessity leave may not be taken for vacation, recreation, outside employment, and work slowdown or stoppage (concerted activities). The college graduation of the employee's child or taking the employee's child to college at the beginning of the school year may be an appropriate use of personal necessity leave. Depending on the circumstances, a wedding may also be an appropriate use of personal necessity leave. Each of these situations shall be subject to the review and discretion of the administration.

3.8 Discretionary Leave

- 3.8.1 Except for work slowdown, stoppage, or any other concerted activities, or for outside employment, an employee may use up to four (4) days of personal necessity leave each school year at his/her discretion, meaning that the employee will not be required to state the reason for the absence. This shall be known as discretionary leave. Discretionary leave is a form of personal necessity leave.
- 3.8.2 Under no circumstances shall any discretionary leave carry over from one school year to the next. Discretionary leave must be used in the school year in which it was accrued.

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.

3.8.4 Discretionary leave may not be taken on any of the following days:

The first week of school

The last week of school

The day of any scheduled training or in-service

Article 4: Teacher Evaluations

On 4/12/2022, the parties agreed to the following language:

4.1 Teacher Performance - Evaluation and Assessment Guidelines

4.1.1 The District shall evaluate employee performance as it reasonably relates to:

- (a) Engaging/Supporting Student Learning.
- (b) Learning Environment.
- (c) Subject Content Knowledge.
- (d) Planning/Designing Instructional Experiences.
- (e) Assessing Student Learning.
- (f) Developing as a Professional Educator.
- (g) District Policies and Regulation.

4.1.2 The evaluation of employee performance shall not include the use of publishers' norms established by standardized tests.

4.1.3 Nothing in this section shall be construed as limiting the authority of the District to develop and adopt additional evaluation and assessment guidelines or criteria.

4.1.4 Nothing in this article precludes the evaluator from conducting additional classroom visitations and observations of a unit member as deemed necessary in furtherance of the formal evaluation process.

4.1.5 Any grievance shall be limited to claims alleging violation of the expressed evaluation procedures set forth in this article. No grievance arising under this article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or District, nor shall the grievance contest the judgment of the evaluator.

On 4/29/2022, the parties agreed to the following language:

4.2.2 Timelines

- (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 school day before winter break, and two prior to March 10), and one (1) formal observation of permanent employees (prior to April 15). Formal observations may be scheduled or unscheduled.

On 4/12/2022, the parties agreed to the following language:

4.3 Observation

- 4.3.1** An informal observation is defined as an informal visit to the classroom by ~~the principal~~ a site administrator or the superintendent. Informal classroom observations should occur frequently each year.

On 4/12/2022, the parties agreed to the following language:

4.6 Summary

The final evaluation shall be based on established objectives and standards set forth in the evaluation form and other performance areas previously identified by the evaluator.

In preparing the evaluation summary for placement in the employee's file, the evaluator shall rely primarily upon data collected through classroom observation and evaluation conferences. Any deficiencies that may have been brought to the attention of the employee, and subsequently corrected to meeting district expectation, shall not be included in the evaluation.

On 4/12/2022, the parties agreed to the following language:

4.9 Evaluator

Only administrative employees shall be used as evaluators. No administrator will evaluate a family member. If a family member of an administrator is due to be evaluated, an alternative district administrator will be assigned the responsibility (~~i.e.~~ e.g. charter school ~~director~~ site administrator or superintendent).

Article 8: Teaching Conditions

On 4/12/2022, the parties agreed to the following language:

Relating to Subsection 8.2(a) - Workday (Staff Meetings)

In recognition of:

1. concerns about the effective use of staff meeting time and the effective implementation of the teacher evaluation process, and
2. the fact that a new site administrative team will be in place starting next year (2022-2023), and
3. the fact that the collective bargaining agreement already contains effective language addressing these matters,

the parties hereby agree that a meeting will be held to discuss these concerns in an effort to bring about mutually beneficial improvements in these areas starting next year (2022-2023). This meeting will include the new site administrators, the superintendent, and the HRTA negotiation team.

This will not be a negotiation meeting; rather, it will be focused on establishing good communication, setting appropriate expectations, building trust between the parties, and contributing toward a positive direction in these areas of concern. The discussion to take place during this meeting will address, among other things, the importance of using staff meeting time for professional development, grade-range discussions, vertical articulation, and other forms of collaboration that are appropriate for staff meetings. In addition, the discussion will address the evaluation process, procedures, and timelines, as well as ways to make the evaluation process as effective as possible for all parties involved.

This meeting will take place as soon as is reasonably practicable, and may take place prior to the end of the current school year (2021-2022) if possible.

Article 16: Stipends

On 4/12/2022, the parties agreed to the following language:

16.1 Stipends

The Superintendent, Principal, or designee shall select and assign the Athletic Director, the Technology Coordinator, and the members of any stipended team or committee.

Appendix B: Stipend Schedule

On 4/12/2022, the parties agreed to the following:

SST Coordinator

Correct the amount in the “Comments” column to reflect the correct amount of \$300 (rather than the \$200 amount that is currently listed there; Need to match the “Total Amount” column, which lists \$300)

8th Grade Promotion Coordinator

Change “Graduation Coordinator” to “8th Grade Promotion Coordinator”

Technology Coordinator

Add Technology Coordinator to the stipend schedule: \$4,500 (\$4,500 x 1)

Certificated Hourly Rate

On 4/29/2022, the parties agreed to the following:

Certificated Hourly Rate

Increase the certificated hourly rate from **\$27.50** per hour to **\$40.00** per hour.

The following information will be documented on the District website:

Hart-Ransom Union School District


Certificated Hourly Rate

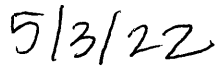
 / / 2022


When a certificated bargaining unit member is assigned by administration to perform additional duties that are designated by administration to be paid an hourly rate, that hourly rate shall be:

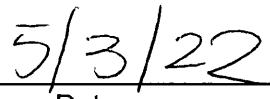
\$40.00 per hour

Signatures of Tentative Agreement

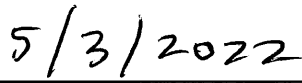

HRTA Lead Negotiator


Date


HRTA President


Date


HRUSD Superintendent


Date