

AGREEMENT

By and between

Governing Board of the Hilmar Unified School District

And

Hilmar Unified Teachers Association/CTA/NEA

July 1, 2020 – June 30, 2023

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ARTICLE I: AGREEMENT*

A. The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Hilmar Unified School District ("District") and the Hilmar Unified Teachers Association/CTA/NEA ("Association").

B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

C. This Agreement shall remain in full force and effect from July 1, 2020, up to and including June 30th, 2023. Each party agrees to open salaries and benefits, plus a maximum of three additional Articles each year of the Agreement.

Signed:

For The District

Date

Signed:

For The Association

Date

ARTICLE II: RECOGNITION

- A. The District recognizes the Association as the exclusive representative of all certificated employees of the District, excluding the superintendent, principals, vice principals, head counselors, and day to day and long term substitutes not paid on the salary schedule.

ARTICLE III: NEGOTIATION PROCEDURES

- A. No later than the first regularly scheduled Board meeting in June of the calendar year in which this Agreement expires, the Association shall submit its initial proposal for the negotiations for a successor Agreement to the Board of Education.
- B. The parties shall meet and negotiate in good faith on negotiable items on a successor Agreement beginning after the Board meeting in which the proposals are submitted for public review and the "sun shining" requirements of the EERA are completed in the calendar year in which this Agreement expires. Any Agreement reached between the parties shall be reduced to writing and signed by them.
- C. After ratification of the agreement by both parties herein, the District shall have sufficient copies prepared for distribution to each unit employee in the District in cooperation with the Association.

ARTICLE IV: GRIEVANCE PROCEDURE RELATING ONLY TO CONTRACT DISPUTES

- A. The purpose of this article is to provide a procedure for the consideration of grievances pertaining to a Contract dispute which is defined as an alleged violation, misapplication or misinterpretation of the specific provisions of the Contract by a bargaining unit member or the Association.
- B. This grievance procedure applies only to items covered in this Contract.
- C. A bargaining unit member may present grievances relating to a Contract dispute to the District representative and have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to the adjustment or resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- D. Most grievances can be settled promptly and satisfactorily on an informal administrative level. The employer and the Association agree that every effort will be made by management and the grievant to settle grievances at the lowest possible level. The filing of a grievance shall not be construed as reflecting unfavorably upon a bargaining unit member's good standing, performance, or loyalty or desirability to the organization. Bargaining unit members, their representatives and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.
- E. Failure by the administration to adhere to decision deadlines constitutes the right for the grievant to appeal automatically to the next step (higher level). Failure of the bargaining unit member/Association to adhere to the submission deadlines shall mean that the bargaining unit member is satisfied with the latest decision and waives any right to further appeal under this process or procedure. However, nothing prevents the parties from extending the dates by mutual agreement.
- F. Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor.
- G. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- H. Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the school day, a bargaining unit member required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

- I. When a grievance has been filed by a bargaining unit member or the Association, the grievant may terminate the grievance at any time by giving notice to the public school employer or its designee. Failure to comply with time limits to attend scheduled meetings to discuss or hear the grievance, or to provide requested information of the grievance shall be deemed a termination of the grievance by the bargaining unit member/Association. The public school employer may, but shall not be required, to give written notice of such termination to the bargaining unit member/Association.
- J. The grievant has the right to have a representative present at any step of the grievance procedure. The grievant, however, must be present at each step of the grievance procedure, except when unable to attend due to health, hardship or distance.

K. Definitions:

1. Grievance - A grievance is an allegation by a bargaining unit member and/or Association that there has been an alleged violation, misapplication, or a misinterpretation of the specific provisions of this Contract.
2. Grievant - A grievant is a bargaining unit member/or the Association covered by this Agreement who is filing a grievance.
3. Bargaining unit member- A bargaining unit member is a full-time or part-time certificated or certified person receiving compensation and belonging to the appropriate employee bargaining unit. This shall not include independent contractors.
4. Representative - A representative is a fellow bargaining unit member, Association, or representative counsel who participates in the grievance procedure.
5. Immediate Administrator - An immediate administrator is the administrator having immediate jurisdiction over the bargaining unit member who is filing the grievance.
6. Day - A day is any day in which the central administrative offices of the school District are open for business.

L. Informal Resolution:

1. A bargaining unit member and/or the Association who believes they have a grievance shall present the grievance orally to the immediate administrator within twenty (20) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The administrator shall hold discussions and attempt to resolve the matter within three (3) days after presentation of the grievance. It is

the intent of this information meeting that at least one (1) personal conference will be held between the grievant and the immediate supervisor.

M. Grievances will be processed in accordance with the following steps:

1. Step 1 - If the grievance is not settled during the informal discussion, the grievant shall present the grievance in writing to the immediate administrator within four (4) days after the oral decision by the administrator. The administrator shall respond in writing within four (4) days after receipt of the grievance. The written information shall include:
 - a. A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance.
 - b. A listing of the provisions of this Agreement which are alleged to have been violated or misapplied.
 - c. A listing of the reasons why the immediate administrator's proposed resolution of the problem is unacceptable.
 - d. A listing of specific actions requested of the public school employer which will remedy the grievance.
2. Step 2 - If the grievance is not resolved at Step 1, the grievant shall, within five (5) days after receipt of the written decision, present the grievance in writing to the next level administrator with immediate responsibility for the position to which the grievant is assigned.
3. Step 3 - If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the Superintendent or designee. Within five (5) days from the receipt of the grievance, the Superintendent or designee shall meet with the grievant on the grievance and shall indicate the disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association and to the grievant.

4. Step 4 -

- a. The Association shall within ten (10) additional days, or more by mutual agreement, determine whether to submit the grievance to arbitration. Only the Association (exclusive representative) may refer a grievance to arbitration.
 - b. The exclusive representative and the District shall agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The order of striking shall be determined by lot.
 - c. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
 - d. The arbitrator shall have no power to: (1) Add to, subtract from or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the district; (2) Establish modify or alter the salary structure; (3) Take action for any claim for which there is another remedial procedure or course established by law or regulation; (4) Review, modify, or alter the evaluation of members of the unit except for alleged violations of procedural matters; (5) Act for any claim for tenure or wrongful termination; (6) Change Board policy or regulation; (7) Act on matters within the jurisdiction of state or federal agencies such as EEOC, DFEH, PERB and OSHA.
 - e. After a hearing and both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommendations which shall be binding to the parties.
 - f. The fees and expenses of the arbitrator shall be borne by the losing party. If the arbitrator issues a "split" decision, these expenses shall be borne equally by the District and the exclusive representative. The arbitrator will be apprised of this provision of the arbitration process and will be directed in his/ her findings to make an award of costs pursuant to this provision. All other expenses shall be borne by the party incurring them.
- N. If the grievance arises from an action of authority higher than the principal of a school, the employee may present such grievances at Step 2 of this procedure.
- O. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to lodge an appeal at the next step of this procedure. Any grievance not advanced from

one step to the next within the time limits of that step shall be deemed resolved by the public school employer's answer at the previous step.

**ARTICLE V: PROFESSIONAL DUES OR FEES AND PAYROLL
DEDUCTION**

A. Any teacher who is not a member of the Association may make application for membership. Any teacher may choose to pay to the Association a service fee in an amount not to exceed membership dues, fees, and assessments. Any teacher may authorize payroll deduction for such fee in the same manner as is present county policy for members.

B. Fair Share Fee

Any unit member who is not a member of the HUTA/CTA/NEA, and who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one (1) lump-sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit members may authorize payroll deduction for such fee in the same manner as provided in Section 1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 1 above, the Association shall so inform the District and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in Section 1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

C. Religious Beliefs and Reasons of Conscience

1. Any unit member who desires to be exempt from joining the Association or paying the representative fee because of religious beliefs or reasons of conscience shall file a claim of exemption with the Association within thirty (30) days following ratification of this contract or following the commencement of the unit member's working assignment. Such unit member shall pay, in lieu a service fee, sums equal to such service fee to one of the following non-religious, no-labor-organization charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:

Clothes for Kids of Hilmar
Helping Hands of Hilmar

2. Such payment shall be made on or before October 31 for each school year, provided, however, the unit members may authorize payroll deduction fee pursuant to Section 1 of this Article.

D. Hold Harmless

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the fair share service fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

E. Rescission and Reinstatement

The fair share service fee provisions of this Article may be rescinded by a majority vote of all the employees in the bargaining unit, if a request for a vote is supported by a petition containing 30 percent of the employees in the Unit, in which the signatures are obtained in one school year. There shall not be more than one vote taken during the term of any collective bargaining agreement. (Gov. Code § 3546(d))

If the fair share service fee provisions of this Article are rescinded, a majority of all employees in the bargaining unit may request that the provisions be reinstated. That request shall be submitted to the Governing Board along with a petition containing the signatures of at least 30 percent of the employees in the bargaining unit. The vote shall be conducted at the worksite by secret ballot, and shall be conducted no sooner than one year after the rescission of the fair share service fee provisions.

If the Governing Board determines that the appropriate number of signatures have been collected, it shall conduct the vote to rescind or reinstate in a manner that it shall prescribe in accordance with Government Code § 3546.

ARTICLE VI: LEAVES

A. Sick Leaves

1. Entitlement and payment - Every certificated unit employee employed five (5) days a week shall be entitled to ten (10) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a school year of service. A certificated employee employed for less than five (5) school days per week shall be entitled, for a school year of service, to that proportion of ten (10) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5) school days; pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day.
2. When taken and accumulation - Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the school year. If such employee does not take the full amount of leave allowed in any school year under this section, the amount not taken shall be accumulated from year to year.
3. Bargaining unit member responsibility to provide verification - The District reserves the right to demand proof of illness, for illnesses over five (5) consecutive days or three (3) in conjunction with holidays or weekends, or when the District, has evidence that a bargaining unit member took sick leave but was not in fact ill and used the leave for other purposes. And, District may withhold approval of any claim for sick leave benefits pending the receipt of a written statement from the medical doctor in attendance or other documentation that the District deems sufficient. Verification of the illness of the bargaining unit member by the doctor will be accepted as the required proof. Verification will be provided upon request.
 - a. Requirements for proof of absence shall not discriminate against evidence of treatment and the need thereof by the practice of any well recognized church or denomination.
4. Transfer of unused accumulated sick leave - All certificated personnel newly employed by the Hilmar Unified School District who have served in a certificated position in another school district in California for at least one year may transfer any unused accumulated sick leave from that district to the Hilmar Unified School District for up to two (2) years of the date of transfer. It is the employee's responsibility to initiate the request on forms provided by the District.
5. Employee Notification - Bargaining unit members must contact their principal or principal's designee prior to the close of business on the preceding day in the case of illness to permit the District time to secure substitute services. This requirement is not applicable when the bargaining unit member is not ill, or is

unaware of the degree of their illness, prior to the close of business on the preceding day. Failure to provide adequate notice under the circumstances may be grounds for denial of leave with pay.

B. Leave For Pregnancy Disability

1. Bargaining unit members are entitled to use accumulated sick leave as set forth in the sick leave policy and extended leave policy for disabilities caused or contributed by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. The length of such disability, including date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the bargaining unit member's physician.
2. The unit employee on leave for pregnancy disability shall be entitled to return to the same position to that held at the time the leave commenced.

C. Extended Illness Leave

1. If a teacher has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute or fifty percent (50%) of the salary due him/her during the period of absence, whichever is the lesser amount. The five (5) months or less period during which the above deduction occurs shall not begin until all other paid sick leave provisions for which he/she is eligible have been exhausted.

D. Bereavement Leave

1. Entitlement and payment - Every person employed by a school district in a position requiring certification qualifications is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel or one-way trips over 225 miles is required, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from any leave granted by other sections of the Agreement.
2. Immediate family defined - Member of the immediate family, as used in this section, means 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, brother-in-law, sister, sister-in-law, or any person living in the immediate household of the employee.

3. Extension by use of personal necessity leave - If the employee requests, he/she shall be granted additional days of leave for bereavement purposes under the provisions of personal necessity leave.
4. Submission of request - A request for bereavement leave shall be made to the District Office through the building principal.

E. Personal Necessity Leave

The district shall make available up to seven (7) days per year of accumulated sick leave to unit members for personal necessity reasons in accordance with the following:

1. Advance permission shall not be required for:
 - a. Death or serious illness of a member of his/her immediate family.
 - b. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
 - c. Extension of bereavement leave.
2. Advance permission shall be required for:
 - a. Conducting legal business that cannot be conducted outside the regular work day.
 - b. Attending or participating in educational activities and ceremonies for him/her, or a member of his/her immediate family that cannot be conducted outside the regular work day.
 - c. Attending weddings of immediate family members or funerals of special individuals not listed for bereavement leave.

For personal necessity leave, immediate family is defined as 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, brother-in-law, sister, sister-in-law, or any person living in the immediate household of the employee.

F. Special Personal Absence (Advanced permission required)

1. The District shall make available up to two (2) days per year to each unit member for special personal reasons by allowing the employee to take the two (2) days off at no cost to the district (employee reimbursement of substitute costs). Special Personal Absence leave shall not be deducted from any leave granted by other sections of the Agreement.

Special Personal Absence days may not be taken for:

- a. Engaging in remunerative employment;
 - b. Engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting or any other activities related to work stoppage or political campaigning.
2. Trade days - Unit members can voluntarily exchange days with off-track unit members and unit members on prep time. There shall be no limit on the number of days exchanged pursuant to this provision.

G. Jury Leave

1. Provisions of Education Code, Section 44036, will be in effect. Forfeiture of remuneration for jury duty would exclude that portion given for mileage, expenses for food and or lodging when an overnight stay is required by the court.

H. Miscellaneous Provisions Pertaining To Leaves

1. A teacher on a leave may be entitled to the previous teaching assignment which he/she held immediately before commencement of the leave, unless justification is given for a change of assignment to a position for which the employee is certificated. Upon request, the District may extend a teacher's leave.
2. A teacher may be entitled to disability leave pursuant to Education Code Section 44986.
3. The District reserves the right to verify that any leaves taken by the unit members under this Article be in compliance with the applicable terms and conditions stated therein.
4. Unit members with perfect attendance for a school year (i.e. no use of any sick leave or personal necessity leave days) shall be paid \$200 by the District.

I. Sabbatical Leave

1. Purpose - Sabbatical leaves are intended for certificated personnel who have as their primary purpose the maintenance or improvement of skills required of them in their position.
2. Eligibility - A permanent certificated employee is eligible to apply who has rendered at least seven (7) consecutive years of full-time service to the Hilmar Unified School District. The employee must not have reached his/her sixty-first (61st) birthday before July 1 of the year of the requested leave. An employee is to

be given only one (1) year of sabbatical leave during any one seven (7) year period.

3. Extent and distribution of leaves:

- a. The number of employees absent on sabbatical leave, at one time, shall not exceed two percent (2%) (to the nearest value) of the total number of certificated employees of the Hilmar Unified School District.
- b. Should more than this number apply for leave for the same semester, the granting of such leave shall be governed by:
 - 1) relative merits of reasons for requesting leave;
 - 2) reasonable distribution of applicants by teaching levels;
 - 3) priority of application;
 - 4) recency and number of applicant's previous leave
 - 5) seniority.

4. Application Procedure:

- a. An applicant should confer with the principal or the Superintendent to review the application procedure.
- b. Applications for sabbatical leave must be submitted (typewritten on 8 1/2 x 11 white paper for purposes of reproduction) to the principal and shall include a full statement of the purposes (study, travel, research) expected benefits and outcomes, and plans for use of leave. The application must be submitted not later than December 15th.
- c. The application must be accompanied by a certificate of health signed by a physician, indicating that the applicant is in satisfactory physical condition to undertake the study or travel proposed.
- d. The principal will forward the application with his/her recommendations to the Superintendent not later than January 1.
- e. The Superintendent's recommendation will be submitted to the Board of Education for final determination.
- f. The Superintendent will notify the applicant of the final decision of the Board not later than February 15.

5. Sabbatical leave requirements:

- a. Applicants who apply for sabbatical leave for the purpose of professional study shall agree to undertake a full load of at least sixteen (16) hours of undergraduate work, or twelve (12) hours of graduate work, or the equivalent thereof, per semester. The application submitted per paragraph 4.b. above shall include evidence that the proposed study shall be designed to enlarge the applicant's understanding of educational psychology, to improve facility in teaching techniques, to broaden experience in special fields, or to do research.
- b. Applicants who apply for sabbatical leave for the purpose of travel shall submit a brief statement of the proposed itinerary. The itinerary must be so planned as to evidence specific ways in which the trip will contribute to the improvement of the applicant's services with respect to the particular educational field in which he/she is engaged. While on sabbatical leave for travel, the employee shall remain in travel status at least three and one-half (3 1/2) months of each semester of leave granted. Upon completion of the leave and within thirty (30) days after the employee's return to duty, a detailed itinerary and written report of not less than 1,500 words shall be submitted to the Superintendent setting forth the employee's reactions to the trip and a statement of the benefit to the schools and to the pupils of the District.
- c. Applicants who apply for sabbatical leave for the purpose of research shall submit a detailed outline of his/her proposed project for review. This detailed outline might include the following: objectives, method of conducting the project; materials and agencies; institutions; project completion date with completion dates for sub-portions; and proposed method of preparing final report with bibliography upon completion of leave.
- d. Upon being granted sabbatical leave, the employee will sign an agreement to return to service in the District for not less than two (2) years upon completion of the leave or restore to the District all salary payments received while on leave.

6. Compensation while on sabbatical leave:

- a. While on sabbatical leave, the salary paid the employee shall be one-half (1/2) the amount the employee would have received, as determined by the current salary schedule of the District for the year in which the leave is granted, had he/she remained in the service of the District.
- b. Salary, while on leave, may be paid in the same manner and at the same time that the employee would normally be paid were he/she in the service of the District, or in two (2) equal installments following the leave, as stated in paragraph 6.d. of this section.

- c. Applicants who desire to receive salary allowance while on sabbatical leave must furnish a suitable bond indemnifying the District for any salary paid the employee during the period of the sabbatical leave in the event the employee fails to return to render two (2) full years of service to the District following the termination of the sabbatical leave or in the event the employee fails to satisfactorily carry out the provisions for study or the itinerary of the approved travel. Failure of an employee to return and to render service or to complete the scheduled program of study or travel shall not result in a forfeiture of the bond when such failure is due to death, or certification by a physician that failure was due to physical or mental disability.
 - d. Under paragraph 6.c. above, the employee shall make arrangements with the Hilmar Unified School District business office for the disposition of his/her salary warrant each month by authorizing a written appointment of a bank or depository to receive his/her salary, or the disposition according to an appropriate and fully executed power of attorney.
7. Effect upon position status, salary increments, and retirement:
- a. An employee returning from sabbatical leave will progress on the salary schedule the same as if he/she had remained in active service of the District.
 - b. At the expiration of the leave of absence, the employee will be reinstated in the same or similar position as held by him/her at the time for the granting of the sabbatical leave, unless there has been mutual agreement to a change in assignment within the scope of his/her certification.
 - c. College credits earned during sabbatical leave may be utilized to meet the requirement for a change in classification consistent with the Hilmar Unified School District salary schedule policy.
 - d. The employee's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received. The sabbatical leave year is counted as one-half (1/2) year service for retirement purposes.
8. Accident and illness while on sabbatical leave:
- a. Interruption of the program of study or travel caused by a serious accident or illness during a sabbatical leave shall not affect the amount of compensation to be paid. However, the Board of Education must be notified by registered mail within two (2) weeks after the accident or after the onset of illness. A doctor's statement verifying the accident or illness must be submitted.
9. Other provisions and terms of this sabbatical leave policy:

- a. If it is necessary, and if appropriate arrangements can be made, a sabbatical leave may be taken in two (2) separate semester periods provided that the leave is commenced and completed within a three (3) year period. Provisions applicable to this arrangement may be prorated if there is mutual agreement between the employee and the District. In the absence of a written mutual agreement, the complete provisions of this policy remain in effect.
- b. A combination of travel and study will be allowed provided that not less than one hundred percent (100%) of the requirements on a prorated basis are completed.
- c. Willful failure to complete the sabbatical leave requirements as agreed upon may be considered "insubordination" and grounds for instituting dismissal proceedings.
- d. In all matters not herein mentioned, the California Education Code and all amendments affecting sabbatical leave will become a part of these rules and regulations and shall govern this sabbatical leave policy.
- e. Any subsequent changes in District policy affecting sabbatical leave shall become a part of these rules and regulations.
- f. Sabbatical leave may not be granted for any one (1) period of time in excess of one (1) year.

J. Industrial Accident And Illness Leave

1. When a bargaining unit member is unable to work due to an industrial accident or illness, he/she shall be entitled to up to sixty (60) days of industrial accident and illness leave pursuant to Education Code section 44984.

K. Catastrophic Sick Leave

1. Definitions:

- (a) "Catastrophic illness" or "catastrophic injury" means an illness or injury that is expected to incapacitate the bargaining unit member for a twenty (20) day or more period of time, and he or she has exhausted all of his or her sick leave and other fully paid time off. **This also includes a catastrophic illness or injury of an immediate family member (spouse, legal partner, child, step-child, parent, or grandparent).**
- (b) "Catastrophic leave credit" means sick leave donated to one unit member from another unit member's accrued sick leave.

2. Eligibility:

Catastrophic leave credit may be donated to an employee for a catastrophic illness or catastrophic injury if all the following requirements are met:

- (a) The impacted employee requests in writing that catastrophic leave credit be donated and provides verification of a catastrophic illness or catastrophic injury.
- (b) The employee requesting donation of sick leave has exhausted all accrued sick leave credits.
- (c) Any employee who wishes to receive the catastrophic illness benefit as a result of illness or disability which qualifies for Workers' Compensation benefits shall not receive more than a full day's compensation.

3. Procedure:

- (a) An eligible employee who wishes to receive catastrophic illness benefit must request in writing to the District that sick leave donations be solicited on their behalf. The request must be accompanied by verification of the catastrophic illness or injury.
- (b) Donations will be solicited by an announcement of the District on behalf of the individual who meets the requirements of this benefit. A list of eligible donors will be established. If additional days are needed, a second solicitation will be made upon the employee's request.
- (c) Once a commitment to donate leave has been made by an employee, that commitment cannot be revoked for that school year.
- (d) The minimum amount an employee may donate is one day leave per school year. The maximum amount an employee may donate is ten days leave per school year. One full day of donated sick leave shall provide one full day of catastrophic leave credit to the receiving party.
- (e) Employees must maintain a minimum of fifteen (15) sick days in order to contribute.
- (f) Donated catastrophic leave credits may be used by the recipient for the remainder of that current school fiscal year.
- (g) An employee must use any personal leave credits that accrue (sick leave), prior to using donated catastrophic leave credit.
- (h) Donated leave credit shall be used in the order donations are received. However, one day of leave will be used from each donor before a second day is utilized from any other donor. This sequential process will be repeated for

all donation rounds thereafter. At the end of the school year (school fiscal year: July 1- June 30) the list of potential donors will expire and any donated, but unutilized leave will be returned to the employee that donated it. This process will be repeated as needed each year.

(i) Accrued sick leave for donation purposes does not include any Personal Necessity Leave credits under Section E of Article VI.

(j) All donations are to remain confidential.

L. No Tell Leave

1. Each unit member will be able to use three (3) days of sick leave per year without naming a reason for the absence (no tell). These days may not be carried over from year to year. They may not be used for non-student contact days ~~or to extend three-day weekends~~. These days must receive advanced approval by administrators. These days may also not be used for concerted association activity.

ARTICLE VII: CLASS SIZE

- A. Upon request, the monthly enrollment summary will be given to a representative of the Association and at the next regular Board of Trustees meeting, the Superintendent shall report to the Board of Trustees the findings of the summary, incorporating any recommendations of the Association and of the administration regarding class size. Within financial constraints and the requirements of enrollment, the District will endeavor to reach the listed targets.
- B. "Classroom Teacher" shall be defined as a certificated employee/bargaining unit member with direct contact with the students. This means only the classroom teacher (not the librarian or other support personnel) can be used in establishing student teacher ratios.
- C. Class Size:
1. Classes in grades K-3, inclusive of those that are part of the state Grade Span Adjustment program, shall be targeted at the ratio as required and calculated by the state Grade Span Adjustment program.
 2. Classes in grades 4-5 shall be targeted for thirty (30) per class. All such classes should reach thirty (30) before any class exceeds thirty.
 3. In grades 6-12 the District shall target a 31:1 teacher/pupil ratio for each teacher at that school. The ratio shall be calculated by dividing the total student enrollment by the number of sections taught to determine a section average.

When the Master Schedule is finalized in grades 6-12, the classroom ratio by teacher, will be calculated and presented to the department chairpersons. That portion of any teacher's day which is identified by the District as non-classroom assignment shall not exceed a ratio of 45:1.
 4. When target is exceeded, the administration shall meet with the teacher within 15 teaching days for the purpose of determining the impact of the increased enrollment on the class and to discuss possible remedies that are a result of the increase. Possible remedies include, but are not limited to additional prep time, additional aide time, extra teaching compensation and/or addition or cancellation of a class.
- D. The school principal shall be responsible for the placement of students into classes and may take into account the needs of students in making classroom assignments. These needs may include, but not limited to students with learning handicaps or English Language Learners.
- E. If the targeted class sizes indicated in section C are exceeded (as described) for more than twenty (20) school days, then the principal and superintendent shall meet with

the impacted teacher(s) to review possible alternatives for reducing the teacher's class size.

F. Combination Classes

1. A “Combination Class” shall be defined as a group of students in the K-5 general education program, where more than one set of grade-level standards are taught and assessed.
2. The school principal along with staff, shall make every effort to arrange the Master Schedule so that “Combination Classes” are minimized.
3. When the Master Schedule is finalized and every effort has been made to avoid “Combination Classes”, the administration shall meet with the teacher(s) as soon as possible for the purpose of determining the impact on the class(es) and to discuss possible remedies and/or additional support for the teacher(s).
4. Remedies, in addition to current support, may include, but not limited to, additional aide time and extra prep time.
5. The meeting with the teacher(s) shall include the site administrator, the teacher affected, and a HUTA rep.

ARTICLE VIII: VACANCIES, ASSIGNMENTS, TRANSFER REASSIGNMENT

A. Assignment is a cooperative process participated in by the employee and the school administration. Upon the Superintendent, however, rests the ultimate responsibility of assignment of all personnel. The Board of Education confirms all assignments.

B. Vacancies

1. A "vacancy" means an opening for which a contract employee, permanent or probationary teacher is being sought which has not been filled within the school or through means of involuntary transfer.
2. The District shall post in all school buildings a list of all vacancies which occur. The list shall contain the following:
 - a. A closing date seven (7) calendar days following the posting date. All unit members will be notified by school email address (or by personal email address during school recess, if requested in writing) of the vacancy.
 - b. Description of the position. The description shall include the title of the position, and the credential required. If the position is a non-classroom teaching position, the duties of the position will be reviewed by a District/Association committee and included in the description.
 - c. Qualifications necessary to meet the requirements of the position.

No assignment to fill the vacancy shall be made until the closing date.

3. The employee must notify the District of interest in order to be considered for any vacancies.
4. The District shall, upon request of the unit member, meet with the unit member to discuss the reasons for the unit member not receiving the vacancy.

C. Voluntary Transfer/Reassignment

1. A "reassignment" is the movement of a majority of unit member's assignment from a subject area to another subject area at the same work location.
2. A unit member may submit a request for transfer/reassignment to the District at any time, whether or not a vacancy exists. A unit member may also submit a request for a transfer/reassignment subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article.

3. First consideration for a transfer/reassignment shall be utilized with the following criteria in order of priority:
 - a. Needs of the students and the instructional program;
 - b. Qualification of the employee compared with those candidates for the position to be vacated and for the position to be filled; and
 - c. Expressed preference of employees in order of seniority in the District, all other considerations being equal.
4. If a unit member's request for a voluntary transfer/reassignment is denied, the unit member shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reasons for the denial.
5. Unit members returning from leave shall be afforded all rights provided under this section.

D. Involuntary Transfer/Reassignment

1. If involuntary transfers/reassignments become necessary to fill a vacancy, the District shall seek volunteers prior to making any involuntary transfers/reassignments by posting notices at each school site for at least ten (10) working days prior to the date of the involuntary transfer/reassignment. Any volunteer who meets the criteria set forth in Section C (3) above shall be given first consideration for the vacant position.
2. Involuntary transfers/reassignments shall take place only after a meeting between the employee and/or his/her representative (with consent of the unit employee) and the administrator, if the unit employee is available.
3. Unit members returning from leave shall be afforded all rights provided under this section.
4. If the unit employee is reassigned or transferred after the pre-service days have started, he/she shall have the option of taking three (3) release days before the actual assignment occurs in order to prepare the classroom. The District shall provide assistance in the moving of the unit employee's material whenever a unit employee is transferred/reassigned.

ARTICLE IX: EVALUATION PROCEDURES

A. Evaluation Procedure

1. Probationary and temporary unit members shall be evaluated at least one time each school year. The evaluation schedule for permanent unit members will be at least every other school year. Permanent unit members will have an evaluation schedule of every 3 years if they have at least ten years of experience in the District and are "highly qualified" as defined by NCLB and whose last evaluation was satisfactory or better, and also provided that such an evaluation schedule can only be implemented with the consent of the principal, and may be revoked by the principal at any time.
 - a. If a unit member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the first year of return to duty.
2. A site administrator will review evaluation procedures at the first faculty meeting of the school year at which time he/she will:
 - a. furnish copies of/explain the uniform evaluation procedures, explain the criteria upon which the evaluation is to be based, identify the evaluator(s).
3. The unit member being evaluated and the evaluator shall meet within forty-five (45) days after the start of the school year to discuss:
 - a. District objectives and standards to be achieved during the evaluation period.
 - b. In the event of a disagreement over the objectives or standards, the unit member and the evaluator shall make a good faith effort to resolve the differences. However the final decision rests with the evaluator.
 - c. The unit member shall have the right to identify any constraints which the unit member believes may inhibit his/her ability to meet the objectives and standards established. The unit member and evaluator shall make good faith effort to resolve any constraints. The evaluator shall consider these constraints in completing the summary evaluation.
4. During the course of the evaluation period, circumstances may warrant modification of the original objectives and standards. The unit member or evaluator may initiate a meeting to discuss these objectives and standards. Any changes in the original objectives and standards require the approval of the evaluator.
5. The evaluation process shall include the following activities:

- a. Classroom observations shall:
 - 1) last at least thirty (30) minutes;
 - 2) be both impromptu and announced dates and times for classroom observations, with the latter made known to the unit member at least two (2) workdays prior to their occurrence;
 - 3) be followed by a conference, with a written analysis of the observation provided by the evaluator within ten (10) workdays of the conference.
 - 4) be at least two (2) in number
- b. If the unit member's performance is less than satisfactory, the number of observations may be more than two (2). A unit member who receives negative comments on an observation may request a later or additional observation.
- c. In the case of negative evaluation(s), the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, the following:
 - 1) Specific recommendations for improvement;
 - 2) Direct assistance to implement such recommendations;
 - 3) Provision of additional resources to be utilized to assist with improvements;
 - 4) Techniques to measure improvement;
 - 5) Time schedule to monitor progress;
 - 6) Release time to attend conferences and/or workshops;
 - 7) Observing other classrooms; and,
 - 8) Referral to Peer Assistance and Review (PAR) Program
- d. In preparing the final evaluation form for placement in the unit member's personnel file, the evaluator shall rely primarily upon data collected through:
 - 1) Documented classroom observations;
 - 2) Student performance outcomes;

- 3) Memos of correction or commendations; and
- 4) Completed plans of remediation.
- e. Any deficiencies which may have been brought to the attention of the unit member, and subsequently corrected, shall not be included in the final evaluation.
6. The evaluation of unit members, pursuant to this Article, shall not include or be based upon the following:
 - a. Any information excluded by the legislature or the courts.
 - b. Unreliable statements heard from another as a basis for judgments included in the observation reports and final evaluation summary.
7. A unit member shall not receive a negative evaluation which is based upon matters over which the unit member has no control.
8. A final evaluation conference between the unit member and evaluator shall be held no later than thirty (30) days prior to the last working day of the school year to discuss the content of the final evaluation. In the event the unit member disputes the content, the unit member may prepare a written statement which shall be attached to the final evaluation.
9. There shall be a uniform summary evaluation form used for all classroom teachers throughout the District. The current form is attached as Appendix F. Any new evaluation forms or changes to the current form will be reviewed by a joint Association/District committee. (Association committee members will be appointed by the Association.) Any recommendations will be forwarded to the Superintendent.
10. Unit members shall not be required to participate in the evaluations and/or observations of other unit members.

B. Personnel Files

1. There shall be a single personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District.
2. Materials in the personnel file of a unit member shall be made available for inspection and a copy by the unit member involved.

Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file.

3. Written information of a derogatory nature shall not be entered or filed unless the unit member is given notice and an opportunity to review and write comments thereon. A unit member shall have the right to enter, and have attached to any derogatory statement(s), his/her own written comments thereon. Such review, and any preparation of comments in response to the material and/or statement, shall take place during normal business hours, and the unit member shall be released from duty for the purpose without salary reduction.
4. All evaluative material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared and filed within a reasonable time of the events referenced.
5. Access to a unit member's personnel file shall be limited to a "need to know" basis. Access authorization must be obtained from the Superintendent. The contents of all personnel files shall be kept in strictest confidence.
6. The district shall not base decisions relating to unit member's suspension or dismissal upon materials not contained in or events not referenced in his/her personnel file.

C. Public Complaints

1. No negative and/or unsatisfactory evaluations shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator from parents and/or citizens, unless the District policy procedures for public complaints against unit members have been followed, per Board Policy 1312.1.
2. Complaints which are withdrawn or shown to be false shall neither be placed in the unit member's personnel file nor utilized in any evaluation, disciplinary action, against the unit member.
3. All information or proceedings regarding any complaint shall be kept confidential by the District, unless compelled by law.

D. Personal And Academic Freedom

1. It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages.
2. Personal and academic freedom shall be provided to all bargaining unit members to the full extent of the law.

ARTICLE X: EMPLOYEE BENEFITS

A. Health, Dental and Vision Insurance

1. Effective **July 1, 2022 the District will pay \$13,500** per Full Time Equivalent to maintain the current health benefit plans for the District's health and welfare program.
2. The District and Association will form a joint committee which will meet to examine and review health benefit options and will make recommendations regarding coverages. There will be three (3) bargaining unit members appointed by the Association and three (3) District representatives appointed by the District. The committee shall be disbanded if it does not meet within sixty (60) days of a request to meet.
3. Teachers who are absent due to illness and who have exhausted their accumulated paid leaves shall continue to receive full insurance coverage, to be paid by the District, for that period of illness while under contract with the District.
4. Retired bargaining unit members may be eligible for health benefits pursuant to the provisions of Article XIV.

B. Duration of Benefits

1. The benefits provided in this article shall remain in effect during the term of this Agreement.
2. Should a teacher's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such teacher shall be entitled to continued coverage paid for by the District for two (2) months or unless covered by another plan (whichever comes first).
3. Teachers on District approved unpaid leaves of absence shall have the option of continued health, dental, and vision insurance coverage at their own expense for the period of the leave.

ARTICLE XI: HOURS OF WORKDAY, LENGTH OF WORKYEAR

A. Length of Day

1. The bargaining unit member workday - seven (7) hours, 15 minutes -- will begin twenty (20) minutes before his/her first class, assignment or scheduled preparation period and end fifteen (15) minutes following his/her last class, assignment or preparation period. The bargaining unit workday will not be exceeded except under the following classes:
 - a. The bargaining unit members may be required to remain beyond the aforementioned 15 minutes to participate in:
 1. parent conferences.
 2. committee assignments, faculty/district meetings or program development.
 3. curriculum development professional growth – including in-services.

In the case of the meetings and activities delineated in 2 and 3 above, such attendance at meetings and activities may not extend beyond one (1) hour of the contractual workday and may be no more than 38 meetings during the contractual work year.
 - b. For program reasons bargaining unit members may mutually agree with the District to begin their contractual work day before the first class of the day at their site or extend their work day later than the last class of the day at their site. However, such unit members shall not be required to provide instruction beyond contractual work day.
 - c. Bargaining unit members shall be required to participate in evening activities of Back-to-School Night and Open House.
 - d. Nothing in this provision shall prohibit bargaining unit members from choosing to remain beyond the aforementioned listed 15 minutes for school related activities.
2. The minimum number of minutes per school year for the Hilmar Unified School District per grade level are: Kindergarten - 36,000; grades 1 through 3 - 50,400; grades 4 through 6 - 57,600; grades 7 through 8 - 64,800 minutes; and, grades 9 through 12 - 64,800.
3. The minimum number of minutes per normal school day for the Hilmar Unified School District per grade level including breaks, preparation periods, and lunch are: Kindergarten - 200 minutes; grades 1 through 3 - 340 minutes; grades 4

through 6 - 390 minutes; grades 7 through 8 - 400 minutes; and grades 9 through 12 - 400 minutes.

4. Every teacher shall be entitled to one (1) duty-free, uninterrupted thirty (30) consecutive-minute lunch period each day.
5. Substitute teachers shall be provided for those teachers who provide in-class special subject area instruction provided that a substitute is available from the county list.
6. Kindergarten – Up to sixty (60) minutes of the kindergarten teachers' on-site time will be used to assist in the same grade level assignment or primary grades in conformance with Education Code Section 46118. If the kindergarten schedule reverts back to a half-day program, kindergarten teachers' will assist a minimum of sixty (60) minutes per day.
7. Preparation time shall be provided as follows:
 - a. Grades 7 through 12 not less than one (1) scheduled period per day excluding shortened advisory periods, nutrition breaks or similar time blocks.
 - b. Grades K through 3 preparation period shall be fifty (50) consecutive minutes per day. Grades K through 3 will continue to walk students to the bus area immediately after instruction ends.
 - c. Grades 4 through 6 preparation time shall be forty-five (45) consecutive minutes per day.
 - d. Kindergarten, that time not assigned to other duties as per number 6 above.
8. District teachers who are required to use their preparation period to substitute for other teachers shall be compensated in accordance with the below stated provisions. Coverage shall be at the request of the administrator, and the administration has discretion as to personnel used.
 - a. District teachers who substitute during their preparation period have the option to be compensated monthly, or to accumulate comp time at their pro-rata portion of the day substituted based on number of periods substituted versus number of periods normally taught to be taken in whole day increments. District teachers shall be able to take compensation days with a three day advance notice and with permission of the site administrator. At the end of the school year, District teachers will have the following options:
 - i. Be paid for any accumulated compensation time, in accordance with hourly rate established for extra professional duties (Appendix A, Section B, Item F).

- ii. Teachers may carry over accumulated comp time to be utilized (taken) by the end of May of the next school year.
- iii. Any days carried over and not used by the end of the calendar year will automatically be compensated for in accordance with the hourly rate established for Extra Professional Duties (Appendix A, Section B ,Item F).

B. Workyear

1. Unit members shall provide instruction for 180 days per year and shall render service for four (4) additional days, except for teachers new to the District, who shall render service for five (5) additional days. These additional days may be scheduled before, after, or within the student attendance calendar, except that they shall not be scheduled to start earlier than three (3) days before the first student class day nor shall they end later than three (3) days after the last student class day.
2. The current school year calendar and state funded buy-back days with compensation for buy back days will be negotiated annually.
3. The current school year calendar listing all instructional days, non-instructional days, vacations and holidays is included as Appendix B.
4. The current year-round school year calendar listing all instructional days, non-instructional days, vacations and holidays is included as Appendix C.
5. Counselor's hours.
 - a. Counselors shall work ten (10) additional days which will be paid at the same daily rate as the one hundred eighty-four (184) day school year.
 - b. All counselor work days beyond one hundred eighty-four (184) work days (regular school year) are at the direction of the administration. Additional counselor work days above one hundred eighty-four (184) shall be within ten (10) days of the beginning or ending of the traditional calendar year.
6. Job Share Program
 - a. Job share shall be defined as two teachers sharing one classroom assignment.
 - b. Teachers who have reached permanent status are eligible to participate in and request a job share assignment. Job sharing may be between two permanent status teachers with a temporary full-time person hired to fill the vacated assignment, or between one permanent status teacher and a temporary part-time person hired to fill the assignment. The teacher may request a one year leave of absence to job share in the amount (%) of the job which he/she

wishes to share. Applicants will be notified within thirty (30) days as to the decision of the administration.

- c. Job share plans must be presented to the site administrator by March 1st of the school year preceding the year in which the job sharing is proposed for either initial approval or renewal. (Job share requests shall include a schedule and description of proposed strategies for handling parent conferences, report cards and discipline.)
- d. Job share requests for a leave shall require approval by site principal and superintendent.
- e. A job share plan will divide one job, each salary and one fringe benefit package between two certificated employees. The plan need not be an equal division, but may be any proration acceptable to the employees and the administration. Job share participants shall be entitled to either the District contribution for health benefits in the same proportion as their job share bears to a full time equivalent position, or, if one teacher of the job share declines the fringe benefit plan (ie. Does not need it), the other teacher may receive 100% of the benefit package.
- f. A temporary teacher shall be hired to fill the position left temporarily vacant by a job-share plan. If the job share is not between two permanent teachers, the District shall advertise for a part-time temporary teacher who has the desired teaching strengths and characteristics. The permanent job sharing unit member shall participate in the selection process for the temporary job sharing unit member, and no candidate will be recommended unless there is mutual agreement between the job sharing teacher and the principal for the candidate. If the administrator determines a suitable candidate is not found by May 15, the Board may cancel the approved leave of absence for job share.
- g. Experience credit and credit for salary schedule advancement shall be equivalent to the amount (%) worked towards a full time equivalent.
- h. The job share may continue or may be terminated annually. If the request to continue the job share is not submitted by the March 1st deadline, the temporary teacher replacing the permanent teacher will have their employment terminated and the job sharing teachers will be assigned to their former assignments.
- i. If a job sharing plan includes two permanent teachers, the plan may not be renewed unless both employees and the administration agree to the renewal. A decision of one of the employees or the administration not to renew the job share shall be final.

- j. The District reserves the right to annually limit the number of job-share plans at a school site.

ARTICLE XII: SALARIES

- A. The annual salaries set forth in this Agreement shall be paid in eleven (11) or twelve (12) installments as requested by the member, payable on the last working day of each month. Unit members selecting payment of wages in twelve (12) pay checks, upon request, may receive their deferred pay warrants as soon as they are available.
- B. Initial salary placement shall be computed on the basis of graduate degree semester credits earned either before or after a Bachelor's Degree. Such credits must be verified through official transcripts or other suitable proof.
- C. Earned salary Increases.
 - 1. The District shall provide earned salary increases annually as indicated by placement and/or advancement upon the salary schedule as previously adopted and subject to satisfactory service in the District.
- D. Bargaining unit members shall be paid an annual stipend as listed on the salary schedule, for an earned Masters Degree when the unit member has an earned Masters Degree but fewer than 199 earned semester unit.
- E. The Extra Duty Pay provisions are shown as Appendix A.
- F. Unit members who serve other than the required number of workdays set forth in this Agreement shall receive a salary which is not less than that which bears the same ratio to the established annual salary as determined by their salary position as the number of days they serve bears to the number of working days required by this Agreement.
- G. Unit members covered by the salary schedule attached as Appendix A include the following job positions:
 - Classroom teacher
 - Reduced service classroom teacher
 - Counselor
- H. Credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) increment (step) for one year of service. 1) Private school experience for step increment on the salary schedule shall be accepted providing that the unit member in question held a valid credential at the time of the teaching experience, and the teaching experience at the private school is deemed sufficient by the District. Unit members hired between July 1, 2008 – June 30, 2017 may be granted up to nine (9) years of credit for appropriate work experience. Unit members hired on or after July 1, 2017 may be granted more than (9) years of credit for appropriate work experience

as determined by the District. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule.

- I. Unit members who resign from the District and are subsequently reemployed within 39 months shall be granted full experience credit.
- J. All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class. A year of service is defined as 75% of the regularly scheduled work year.
- K. 1. All certificated personnel will be given an anniversary increment, as listed on the salary schedule, at the conclusion of their 25th year of full-time equivalent service with the District, and the same amount will be pro-rated monthly thereafter, until the employee no longer works for the District or is on unpaid leave. If the employee leaves during the year, he/she will only be paid for the months of service rendered. The 25 year initial target day will include years of service given to the unit member at the time of employment.

2. The salary schedule will reflect the addition of a Step 27 and Step 30 with a salary increase, as listed on the salary schedule, at each step beginning the 2012-2013 school year. The salary schedule will reflect the addition of Step 35 with a salary increase, as listed on the salary schedule, beginning the 2015-2016 school year.
- L. All college units must be completed by August 31st of current school year if a unit member is planning to advance in column on the salary schedule. The unit member must **by August 31st** of the current school year provide a transcript or grade report verifying such completion of college units to the District Office. If a transcript/grade report is not available from the college by the August 31st deadline, then a memo from college instructor verifying the course number, course title, pass grade, and number of units will be acceptable until transcripts are made available. This memo from college instructor must also be provided to the District Office by the August 31st deadline.

ARTICLE XIII: SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

ARTICLE XIV: EARLY RETIREMENT

- A. Eligibility requirements for these benefits are as follows:
1. Bargaining unit members whose first date of service is on or before June 30, 2014 have worked for the Hilmar Unified School District a minimum of twenty (20) years of full-time service and who have at least reached age fifty-five (55) prior to September 1st, shall be eligible for payment by the District on those fringe benefits in the same amount as are in effect on the employee's last full-time Contract. If the bargaining unit member chooses not to continue with fringe benefits coverage, they can choose to take the amount paid by the District for these benefit programs in cash. No coverage shall be provided after the bargaining unit member reaches age sixty-five (65) or receives Medi-Cal or Medi-Care benefits.
 2. Bargaining unit members whose first date of service is between July 1, 2014 and June 30, 2016 and who have worked for the Hilmar Unified School District a minimum of twenty (20) years of full-time service and who have at least reached age sixty (60) prior to September 1st, shall be eligible for payment by the District on those fringe benefits in the same amount as are in effect on the employee's last full-time Contract. If the bargaining unit member chooses not to continue with fringe benefits coverage, they can choose to take the amount paid by the District for these benefit programs in cash. No coverage shall be provided after the bargaining unit member reaches age sixty-five (65) or receives Medi-Cal or Medi-Care benefits.
 3. Bargaining unit members whose first date of service is on or after July 1, 2016 will no longer be eligible to receive fringe benefits after they retire from Hilmar Unified School District, regardless of their retirement age.
- B. This Agreement provides that the spouse of the member shall have rights of survivorship until age sixty-five (65) in the event of the member's death before age sixty-five (65) if permitted by the terms of the Contract of the provider of the service.
- C. All terms and conditions of coverage/services shall be in compliance with those specified by the provider of the coverage/service.
- D. Application for early retirement benefits shall be made by April 15 of each year, to be effective for the following school year. The request to participate must be initiated by the employee. Effective date of retirement may be no sooner than the last school day of the same school year unless mutually agreed upon by both member and employer.
- E. The District will not negotiate directly with any bargaining unit member regarding any retirement benefit.

F. Early Retirement Incentive Program:

1. Each third school year (i.e. 2013-2014, 2016-2017, 2019-2020, etc.) that there is a signed and executed collective bargaining agreement in effect, the District shall provide an Early Retirement Incentive Program.
2. To be eligible to receive the Early Retirement Incentive Program benefits, bargaining unit members must:
 - a. Be eligible for retirement under, and vested in, the State Teachers' Retirement System ("STRS");
 - b. Be at least fifty-five (55) years old for those members hired before July 1, 2014 and sixty (60) years old for those members hired on or after July 1, 2014, at the time the Governing Board approves the Early Retirement Incentive Program;
 - c. Have taught in the District for at least twenty (20) years.
 - d. Not file for, or receive, STRS disability benefits; and,
 - e. Submit his/her resignation to the Governing Board by February 7, of the year that the Incentive Program is being offered.
3. The Early Retirement Incentive Program shall consist of either a single sum payment of fifteen thousand dollars (\$15,000) or three annual payments of five thousand dollars (\$5,000) each. Unit members shall inform the District which payment option they select at the time they submit their resignation to the District.
4. Bargaining unit members may apply for this benefit up until February 7 in a year that this benefit is available. All eligible bargaining unit members who apply for this benefit will be granted this benefit pursuant to the terms of this Article.
5. Notwithstanding 2(e) and 4 above, one unit member may apply for this benefit on a "hardship" basis between February 7 and April 15 in a year that this benefit is available. If more than one unit member applies for this benefit, it will be provided to the first unit member who applies.

ARTICLE XV: MENTOR TEACHER PROGRAM

A. Purpose

1. It is the intent of the mentor teacher program to encourage teachers currently employed in the public school system to continue to pursue excellence within their profession, to provide incentives to teachers of demonstrated ability and expertise to remain in the public school system, and to restore the teaching profession to its position of primary importance within the structure of the state educational system.

B. Eligibility

1. Any classroom teacher who meets the following qualifications is eligible to seek classification as a mentor teacher:
 - (1) Holds a valid California teacher credential,
 - (2) Has achieved permanent status,
 - (3) Has had two (2) consecutive current satisfactory evaluations,
 - (4) Has substantial recent classroom teaching instructional experience, and
 - (5) Has demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

C. Number of District Mentors

1. The state superintendent will annually make a determination as to the number of certificated classroom teachers employed by each participating school district and may authorize the district to designate as mentors up to 5 percent of the total number of certificated classroom teachers in the district. In the event that sufficient funds are not available the allocation and authorized number of mentors for each participating school district would be decreased on a pro-rate basis.

D. Selection Committee

1. Mentor teacher candidates are selected by a nominating committee comprised of a majority of certificated classroom teachers. These teachers are selected by the teachers at their school site. Schools with less than 400 ADA* will elect one teacher to serve on the selection committee. Schools with more than 400 ADA will elect two teachers to serve on the selection committee. Each school will be represented by one administrator. (* ADA shall be based on the figures as shown on the P2 State report)

The superintendent will appoint one administrator to serve as District Mentor Coordinator, and as such, this person will facilitate the recruitment, selection, implementation, and completion of fiscal reports with regard to the mentor program. The governing board may appoint parents, students, or other representatives to advise the committee or the board in the selection process.

2. If a committee member chooses to apply for mentor teachers, the committee member will be replaced by a new committee member chosen by the classroom teachers.

E. Selection Process

1. An administrator from each school will assist the teacher(s) that were elected to serve on the selection committee to develop job description(s) for their site mentor(s) based upon their site level needs. Input from all certificated staff will be solicited. These job descriptions will include specific activities that teachers perceive to be valuable for professional growth.
2. The District Mentor Coordinator will post a vacancy announcement, invite applications, and facilitate the selection process.
3. Mentors will be nominated by the selection committee to serve as "site-level mentors" with a primary focus on meeting site-level needs and a secondary focus on meeting district-level needs. It is the intention of the mentor selection committee to evenly distribute the mentor nominations throughout the district based on teacher population.
4. The selection committee will review the needs as expressed by each site prior to the selection interviews. Candidates who best demonstrate the ability to meet the site-level needs will be nominated for board appointment as mentors by majority. The committee may observe candidates in a classroom setting.
5. The selection committee may nominate for mentor teacher any applicant who meets the qualifications, provided the committee determines upon review of all of the information presented that the teacher has demonstrated exemplary teaching

ability including, but not limited to, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies.

F. Assignment

1. Prospective mentors nominated by the selection committee will present their qualifications to meet described site-level needs to the board of trustees during a regularly scheduled meeting. Prior to designation of any nominee as a mentor teacher, the governing board may gather such further information as it deems necessary to evaluate the nominee. The governing board may reject any nomination giving written reasons to the candidate and committee for the rejections of any recommendation.

G. Duration of Assignment

1. The duration of a designation as mentor teacher will be for a period of at least one year, from date of board appointment to June 30th of the following year, as directed by the superintendent. Mentor teachers may reapply for consecutive yearly assignments not to exceed three years. Upon completing three years as a mentor teacher, an individual may be re-nominated if the committee deems it appropriate following a review of the teacher's performance.

H. Duties and Responsibilities

1. Mentors at each site will provide services in four areas: (1) assistance and guidance to new and experienced teachers, (2) staff development, (3) curriculum development, and (4) other services, i.e., teaching exemplary class lessons.
2. A mentor teacher will not participate in the evaluation of other teachers. It will become the duty and responsibility of the mentor to carry out the prescribed activities within the budget provided. Modifications of activity and budget projections may be made as the implementation year progresses when agreed upon by the mentor, the site principal, and the mentor coordinator.
3. Mentors may be required to attend implementation meetings at the request of the district mentor coordinator with hourly credit applied to the total hours of service.
4. It is expected that the mentor teacher will not be excessively absent from the classroom for mentor activities. Each mentor teacher will spend not less than 60 percent of his or her time in the direct instruction of pupils. All requests for release time will be outlined in a plan of activities as prescribed by the committee prior to implementation.
5. Mentors will record activities by hours as prescribed by the selection committee in four sets of 42.5 hours each. Log sheets will be signed by the site supervisor and the district mentor coordinator prior to disbursement of funds. All hours must

be completed, recorded, approved, and filed prior to June 30th of each fiscal year, with exceptions granted only by the district superintendent of schools and board of trustees. Signature of the time log assures the district that hours have been completed in good faith.

I. Compensation

1. The mentor shall receive a stipend annually, consistent with and pursuant to Education Code, Sections 44490 through 44497. The stipend shall not qualify for application of STRS contributions or benefits.
2. Other Cost Allowance - The state superintendent of schools will determine the amount of other cost allowance on a yearly basis. Mentors will collaborate with their site principal and cadre of teachers to develop a budget for support materials and services. They will submit this budget to the district mentor coordinator for approval. Mentors will be held responsible for working within the budget set forth.
3. Equipment purchased with mentor funds will support prescribed mentor activities and will revert to district office inventory at the conclusion of the mentor project for reallocation the following year by the district superintendent.
4. All encumbrances will be signed by the site principal and the district mentor coordinator. All encumbrances will be filed prior to March 15th of each fiscal year, with exceptions granted only by the district mentor coordinator or superintendent. Exceptions will be made only for substitute and travel/conference expenses when arranged prior to March 15th. Funds not spent by the dead line will be carried forward and be reallocated during the following year of mentor activity with the stipulation that funds be applied to the support of mentor activities only. No more than 10% of any LEAs total state allocation for the mentor program may be used for administrative cost

J. Uncompleted Assignments

1. A mentor not completing his or her service prior to June 30th of the appointed year will have his or her assignment terminated with funds returned to the state. The state stipulates that a full stipend must be paid to each mentor, and the amount may not be prorated or divided among multiple recipients. Proration is allowed only under very limited, non-programmatic circumstances.

K. Evaluation

1. The mentor selection committee will evaluate the success of each mentor upon completion with a focus on the mentor's positive impact upon the teachers and students of the district, the appropriateness of activities, maintenance of budget, and positive contribution to the schools. Written memorandums may be provided to each mentor's site principal for inclusion in the teacher's summarative evaluation.

ARTICLE XVI: YEAR-ROUND EDUCATION

A. Work Year

1. Year-round agreement provisions apply to those bargaining unit members assigned exclusively to year round schools. No more than 175 student contact days with no more than 181 total working days for those unit members in year-round schools. The daily rate will be based on 184 days.
2. Teachers shall not be required to attend in-service or meetings during off track time. Teachers will be notified of any in-service or meetings by the office and may attend if they wish to do so.
3. Calendar shall be based on the 60/15 plan.
4. A grade level may select to have a roving teacher system. If the roving teacher system is selected by a grade level, the roving teacher will receive a \$1350 per year stipend. No teacher with less than three years teaching experience in public schools may serve as a rover. All other year round teachers who move regular classrooms shall receive a \$400 per year stipend. Stipends shall be paid pro rata to part-time teachers and to all teachers if a year round program is cancelled during the school year.
5. Over a two year period, during annual calendar negotiations, all tracks will be given an equal number of preparation days. During a two year period, the District will make reasonable efforts to provide all teachers an equal number of preparation days.

B. Work Day

1. The length of day shall be increased to equal the number of total minutes required by the State of California for a school year but shall not exceed the total number of minutes in a school year at the District's other K-6 sites.

C. Track Assignment

1. Track assignment shall be based upon agreement between the principal and the bargaining unit member to be assigned. If agreement is not reached, the principal shall assign teachers to tracks based upon the needs of the students and the instructional program, including equal consideration of: certification and training, experience in grade level, experience at school site, length of service and anticipated performance within the District, track assignment of spouse if assigned to YRE, and track assignment of children if enrolled in YRE.

2. When a vacancy occurs, teachers at that grade level shall be given first consideration for the track vacated. Other teachers at that year-round school shall be given consideration for the assignment vacated before teachers at other sites. (If a vacancy exists after track reassignment at the school site, the provisions of Article VIII will be followed.)
3. Should it become necessary for the principal to involuntarily assign affected teacher to a track, the principal shall use the criteria indicated in section C.1. above. The principal shall first seek volunteers. If there are no volunteers who meet the criteria, the principal shall make an involuntary assignment, and the teacher shall be given the reason in writing.
4. After initial placement, track assignments for the following year will be the same, unless the principal notifies the grade level group affected bargaining unit members in writing of a needed change by April 1. If a change is needed, the provisions of section C.1 above shall apply.
5. All agreements made about switching/trading tracks shall be put in writing by the Principal with a signed copy to each effected teacher

D. Substituting

1. Off track teachers shall have the first opportunity to substitute within their grade level group at a daily rate of pay which is the regular District daily substitute rate plus \$30. All unit members off track or on summer vacation shall be afforded the opportunity to substitute for classes in session at a daily rate of pay which is the regular District daily substitute rate plus \$20.

E. Auxiliary Personnel

1. Nurses, resource specialists, prep teachers, speech therapists, and other unit members may be assigned a work year calendar that does not follow the standard track calendar vary increase or decrease their work year if mutually agreed between the employee and the District; not to exceed the contractual 184 workdays, unless negotiated with the Association, as per its organizational rights delineated in this Agreement. Any extensions of the contracts shall be at a prorated increase in salaries for the additional work days.
2. The goal of work year calendar assignments to auxiliary personnel is to equalize service to students on each track.

F. Working Conditions

1. Both portable and stationary storage cabinets shall be provided to each teacher required to move.

2. On the last day of a track, the District shall move to storage the materials of a teacher finishing a track and move in the materials of the teacher starting a track of that classroom. All materials in addition to the designated storage modules, two filing cabinets, and rolling libraries shall be placed in boxes for storage.
3. Reasonable assistance in moving other materials of teachers shall be provided by the District maintenance/custodial staff on a scheduled sign-up basis.
4. Site administrators will be in charge of enforcing grade level room contracts to which he/she is a party.
5. Provided compliance with State established annual minutes requirements is adopted and approved in the annual calendar. Early dismissal after 2:00 p.m. for students on year-round education on track-off days will be allowed subject to:
 - a. coordination of the early dismissal time with any existing bus runs;
 - b. the absence of circumstances beyond the control of the District.
 - c. Meeting State minimum day/year requirements. Track-off days may have a 2:00 p.m. release time for 4-6 students.
6. It is the intent of this item to provide approximately fifty (50) minutes for all 4-6 YRE teachers who are tracking off. The time provided is for the necessary packing, preparation, and moving.

G. Class Size

1. Students will be equitably distributed among the tracks. Refer to Article VII, Class Size.

H. Communication

1. The District will within a week, mail to off-track teachers the same materials and communications distributed to on-track teachers. Off-track teachers shall be afforded a week from the date of mailing to respond to surveys and elections.

I. Benefits

1. Teachers will have equal opportunity to participate in conferences, in-services and workshops and have the district pay for their expenditures even if they are off track.
2. The district shall have no obligation to provide additional salary compensation to teachers who voluntarily participate in such programs or activities during off-track periods.

3. Teachers wanting to transfer out of year-round schools shall have first consideration for any district openings.
4. Teachers may apply for unpaid leaves of absences for up to one session of track assignment. Leave requests must be submitted at least four (4) weeks prior to the first day of leave.

ARTICLE XVII: SAFETY

- A. Teachers shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being in accordance with the provisions of CAL OSHA.
- B. Upon notification, the District shall eliminate or correct any unsafe or hazardous condition in compliance with CAL OSHA standards.

ARTICLE XVIII: ASSOCIATION RIGHTS

A. Mail Facilities

The Association shall have the right to use the District mail service and unit member mailboxes for communications to unit members without interference, censorship, or examination of such communications by the employer.

B. Bulletin Boards

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members.

C. Use of Buildings and Equipment

The Association shall have the right to use school facilities and equipment during all reasonable hours for meetings and other Association activities.

D. Access to Worksite

Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction.

E. Access to Information

The District, upon request by the Association, agrees to furnish to the Association, within five (5) days, all available information concerning the financial resources and professional staffing of the District. Such information shall include, but not be limited to: annual financial reports and audits; register of certificated personnel; tentative budgetary requirements and allocations; agendas and minutes of all Board meetings and all attachments thereto at the time of distribution to the Board; census and membership data; names, addresses and phone numbers of all unit members; salaries paid thereto; educational background; and other information that may be used in negotiations and processing grievances. In addition, the District, upon request, agrees to provide any other information the Association deems necessary to fulfill its role as exclusive representative.

F. Appointment to District Committees

The District shall insure that the provisions of the California Education Code requiring selection of committees and council members by teachers shall be met, and the majority of teachers represented by such committees and councils approve the teachers who serve.

If the District establishes a district-wide ad hoc committee within the scope of collective bargaining, the District shall assure that the unit members serving are approved by a majority of those unit members voting.

The District will consider a request from the association to place a unit member on any committee that may be outside the scope of collective bargaining.

ARTICLE XIX: EXTRA DUTY DEFINITIONS

A. Definitions

1. **CO-CURRICULAR ASSIGNMENTS:** Co-Curricular Assignments entail the management of student activities which are a direct outgrowth of a teaching assignment and are partially conducted during class time. In general, these activities are for some or all students enrolled in a particular class and only students enrolled in the class(s) participate in the activity. These activities are formal, district sponsored activities which represent an extension of the teaching assignment beyond that effort normally required within the scope of service for a classroom teacher.
2. **EXTRA-CURRICULAR ASSIGNMENTS:** Extra-Curricular assignments entail the management of student activities sponsored by the district. Such activities draw upon students from the general student body, are open to the general student population for participation and are generally conducted outside of class time.
3. **EXTRA PROFESSIONAL ASSIGNMENT:** Extra Professional Assignments occur when the district desires the professional services of teachers for professional assignments outside the scope of their regular teaching assignment.
4. **STUDENT CLUBS:** Teachers, because of their personal or professional interest, may choose to initiate and/or advise various student clubs or activities within the scope of their service to the district.
5. **CLASS:** Value assigned in terms of pay for extra duty pay.
6. **CONTACT HOURS:** Minimum number of hours of student contact/supervision outside of class.
7. **BASE STIPEND:** The basic pay allowed for an extra duty assignment.
8. **RESPONSIBILITY FACTORS:** The weighted value or the position and/or pay as it relates to student contact time, supervision, community exposure and/or crowd control.
9. **EXPERIENCE STIPEND:** The number of years' experience in the extra duty or stipend position in the District.

B. Regulations

1. **CO-CURRICULAR ASSIGNMENTS:**

- a. Co-curricular assignments shall be limited to and compensated for in accordance with the Co-Curricular/Extra-Curricular Duties schedule included herein.
 - b. Teachers assigned to classes to which co-curricular assignments are adjunct shall be required to accept the co-curricular assignment.
 - c. Should the class to which a co-curricular assignment is adjunct no longer be offered, the district retains the right to establish the activity on an extra curricular basis.
2. EXTRA-CURRICULAR ASSIGNMENTS:
- a. Extra-curricular assignments shall be compensated for in accordance with the listed stipends for Extra-Curricular Assignments included herein.
 - b. The acceptance of Extra-Curricular assignments offered to unit members shall be strictly by their choice and such acceptance or non-acceptance shall not reflect upon their performance in their regular assignment.
3. EXTRA-PROFESSIONAL ASSIGNMENTS:
- a. Extra-Professional Assignments shall be compensated for in accordance with the stipends for Extra-Professional Assignments included herein.
 - b. The acceptance of extra-professional assignments offered to unit members shall be strictly by their choice and such acceptance or nonacceptance shall not reflect upon their performance in their regular assignment.
4. STUDENT CLUBS:
- a. The establishment and operation of student clubs sponsored and operated adjunct to the school program shall require the advance approval of the district.
 - b. Such clubs or activities shall conform to all rules and regulations of the district.
 - c. The decision to sponsor and/or advise such student clubs by unit members shall be strictly by their choice and their decision in this matter shall not reflect upon their performance in their regular assignment.
5. GENERAL RULES
- a. The provisions of Education Code Sections 44919, 44923 and 45023.5 allow the District to determine Co-Curricular Assignments, Extra-Curricular

Assignments, and Extra-Professional Assignments. The provisions of pay for extra duties are specified below.

- b. The experience stipend shall only apply to those Co-Curricular or Extra-Curricular duties to which a responsibility factor is applied as listed in the Extra-Curricular and Co-Curricular Duties Schedule included herein. The experience stipend shall only recognize experience in Hilmar Unified Schools.
- c. The District shall develop and adopt written job descriptions which describe the expectations and responsibilities of the Co-Curricular, Extra-Curricular and Extra-Professional duties contained herein.
- d. When a department head vacancy occurs, the Principal of the High School or Middle School will make the opening known to all members of the department. Teachers will have one week to indicate their interest in writing to the Principal. In assigning this appointment, the Principal will take into consideration those department teachers expressing written interest.

APPENDIX A: EXTRA DUTY SALARIES/STIPENDS

A. EXTRA-CURRICULAR AND CO-CURRICULAR DUTIES SCHEDULE

| Class | Minimum Student Contact Hours | Base Stipend |
|--------------|--------------------------------------|---------------------|
| 1 | 25 | \$643 |
| 2 | 50 | \$1,070 |
| 3 | 100 | \$1,924 |
| 4 | 200 | \$2,565 |
| 5 | 300 | \$3,207 |

| Responsibility Factors (Only for the Sports Listed in this Section) | % Over |
|--|---------------|
| Head Varsity Football Coach | +.17% |
| Band Director | +.15% |
| Basketball, Baseball, Volleyball, Softball, Wrestling, Soccer, Track, Swim | +.12% |
| Cross Country, Golf, Head JV Coach, E-Sports | +.10% |

| Experience Stipend Outside Class (HHS Head Varsity & JV Only) | |
|--|---------|
| 1-4 years | Base |
| 5-9 years | + \$215 |
| 10+ years | + \$427 |

CO-CURRICULAR DUTIES

| DUTY | CLASS | RESPONSIBILITY FACTORS | STIPEND |
|---|--------------|-------------------------------|----------------|
| 6 th Grade Teacher: Science Camp | 2 | | \$1,070 |
| 9-12 Journalism: Newspaper | 2 | | \$1,070 |
| 9-12 Graphic Arts: Yearbook | 3 | | \$1,924 |
| Band Teacher: Band Act Director | 4 | +.15% | \$2,952 |
| Agriculture Teacher: FFA Activities | 5 | | \$3,207 |
| 9-12 Leadership Class: Student Activities | 3 | | \$1,924 |
| 7-8 Leadership Class: Student Activities | 2 | | \$1,070 |
| 6-12 AVID Class: Student Activities | 3 | | \$1,924 |
| 6-8 Graphic Arts: Yearbook | 2 | | \$1,070 |

EXTRA-CURRICULAR DUTIES

| DUTY | CLASS | RESPONSIBILITY FACTORS | STIPEND |
|---|--------------|-------------------------------|----------------|
| Head Varsity Coach: Football | 5 | +.17% | \$3,753 |
| Head Varsity Coach: Basketball, Baseball, Volleyball, Softball, Wrestling, Soccer, Track, Swim | 5 | +.12% | \$3,591 |
| Head Varsity Coach: Golf, Tennis, Cross Country, E-Sports | 4 | +.10% | \$2,823 |
| Head JV Coach: all sports | 4 | +.10% | \$2,823 |
| Assistant Coach 9-12 or Head Freshman Coach | 4 | | \$2,565 |
| Middle School Coach | 3 | | \$1,924 |
| K-5 Noon League Director: School >500 | 2 | | \$1,070 |
| K-5 Noon League Director: School < 500 | 1 | | \$643 |
| 6-8 Noon League Director: | 2 | | \$1,070 |
| FBLA Advisor/Student Store | 1 | | \$643 |
| Head Pep Squad Advisor | 4 | | \$2,565 |
| Assistant Pep Squad Advisor (Fall Season) | 2 | | \$1,070 |
| Assistant Pep Squad Advisor (Winter Season) | 2 | | \$1,070 |
| Academic Decathlon or Pentathlon | 2 | | \$1,070 |
| 9-12 Student Play Director | 2 | Per Play: | \$1,070 |
| Freshman Class Advisor | 1 | | \$643 |
| Sophomore Class Advisor | 1 | | \$643 |
| Junior Class Advisor | 1 | | \$643 |
| Senior Class Advisor | 3 | | \$1,924 |
| Approved Student Clubs (not otherwise listed) | 1 | | \$643 |
| Summer Athletic League: Any Varsity High School Sport with principal recommendation and District approval | 2 | | \$1,070 |
| Block H Advisor | 1 | | \$643 |

APPENDIX B: TRADITIONAL CALENDAR

HILMAR USD | 2021-2022 SCHOOL CALENDAR

| <p>4 Independence Day</p> <p><i>School breaks are highlighted in Yellow with the official Holiday in Blue</i></p> <p><i>"Staff in Service – No School for Students" days are highlighted in Green</i></p> | <table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th colspan="7">JULY '21</th> </tr> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr> <tr><td>4</td><td style="background-color: yellow;">5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr> </tbody> </table> | JULY '21 | | | | | | | S | M | T | W | Th | F | S | | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 11 | 12 | 13 | 14 | 15 | 16 | 17 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| JANUARY '22 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 16 | 17 | 18 | 19 | 20 | 21 | 22 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <p>10,11 Staff In-Service No school for students</p> <p>12 First Day of School</p> | <table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th colspan="7">AUGUST '21</th> </tr> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td style="background-color: green;">10</td><td style="background-color: green;">11</td><td style="background-color: green;">12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr> </tbody> </table> | AUGUST '21 | | | | | | | S | M | T | W | Th | F | S | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AUGUST '21 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 8 | 9 | 10 | 11 | 12 | 13 | 14 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <p>6 Labor Day</p> | <table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th colspan="7">SEPTEMBER '21</th> </tr> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr> <tr><td>5</td><td style="background-color: yellow;">6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr> <tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td></tr> </tbody> </table> | SEPTEMBER '21 | | | | | | | S | M | T | W | Th | F | S | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SEPTEMBER '21 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th colspan="7">OCTOBER '21</th> </tr> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr> <tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr> <tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr> <tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr> <tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> <tr><td>31</td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table> | OCTOBER '21 | | | | | | | S | M | T | W | Th | F | S | | | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | | | | | | | <table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th colspan="7">MARCH '22</th> </tr> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr> <tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr> <tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td></tr> </tbody> </table> | MARCH '22 | | | | | | | S | M | T | W | Th | F | S | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | |
| OCTOBER '21 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 17 | 18 | 19 | 20 | 21 | 22 | 23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 12 | 13 | 14 | 15 | 16 | 17 | 18 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <p>1 Staff In-Service No school for students</p> <p>11-12 Veterans Day Break</p> <p>22-26 Thanksgiving Break</p> | <table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th colspan="7">NOVEMBER '21</th> </tr> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td style="background-color: green;">1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td style="background-color: yellow;">11</td><td style="background-color: yellow;">12</td><td>13</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>21</td><td>22</td><td>23</td><td style="background-color: yellow;">24</td><td style="background-color: yellow;">25</td><td style="background-color: yellow;">26</td><td>27</td></tr> <tr><td>28</td><td>29</td><td>30</td><td></td><td></td><td></td><td></td></tr> </tbody> </table> | NOVEMBER '21 | | | | | | | S | M | T | W | Th | F | S | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NOVEMBER '21 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 14 | 15 | 16 | 17 | 18 | 19 | 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <p>20-31 Winter Break</p> | <table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th colspan="7">DECEMBER '22</th> </tr> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr> <tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td style="background-color: yellow;">20</td><td style="background-color: yellow;">21</td><td style="background-color: yellow;">22</td><td style="background-color: yellow;">23</td><td style="background-color: yellow;">24</td><td>25</td></tr> <tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td></tr> </tbody> </table> | DECEMBER '22 | | | | | | | S | M | T | W | Th | F | S | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th colspan="7">APRIL '22</th> </tr> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr> <tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr> <tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td style="background-color: yellow;">15</td><td>16</td></tr> <tr><td>17</td><td style="background-color: yellow;">18</td><td style="background-color: yellow;">19</td><td style="background-color: yellow;">20</td><td style="background-color: yellow;">21</td><td style="background-color: yellow;">22</td><td>23</td></tr> <tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> </tbody> </table> | APRIL '22 | | | | | | | S | M | T | W | Th | F | S | | | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | <p>15-22 Spring Break</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| APRIL '22 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 17 | 18 | 19 | 20 | 21 | 22 | 23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>1 Staff In-Service No school for students</p> <p>30 Memorial Day</p> | <table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th colspan="7">MAY '22</th> </tr> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td style="background-color: green;">30</td><td>31</td><td></td><td></td><td></td><td></td></tr> </tbody> </table> | MAY '22 | | | | | | | S | M | T | W | Th | F | S | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th colspan="7">JUNE '22</th> </tr> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td>1</td><td style="background-color: orange;">2</td><td>3</td><td>4</td></tr> <tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr> <tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td></tr> </tbody> </table> | JUNE '22 | | | | | | | S | M | T | W | Th | F | S | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | | | <p>2 Last Day of School</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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APPENDIX C: YEAR-ROUND CALENDAR

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APPENDIX D: SALARY SCHEDULE

**HILMAR UNIFIED SCHOOL DISTRICT
2021-2022 CERTIFICATED SALARY SCHEDULE
EFFECTIVE: 7/1/2021**

| Yr | 124 BA* | 154 BA+30 | 184 BA+60 | 199 BA+75 | 199 BA+75+MA |
|--|------------|--------------|--------------|--------------|-----------------|
| 1 | \$55,460 | \$55,930 | \$56,169 | \$58,206 | \$60,563 |
| 2 | \$55,694 | \$56,169 | \$57,995 | \$60,423 | \$62,777 |
| 3 | \$55,941 | \$57,777 | \$60,213 | \$62,656 | \$65,008 |
| 4 | \$57,560 | \$59,993 | \$62,433 | \$64,865 | \$67,218 |
| 5 | \$59,790 | \$62,217 | \$64,655 | \$67,090 | \$69,448 |
| 6 | \$62,014 | \$64,434 | \$66,868 | \$69,306 | \$71,663 |
| 7 | \$64,219 | \$66,653 | \$69,097 | \$71,524 | \$73,878 |
| 8 | \$66,443 | \$68,870 | \$71,304 | \$73,738 | \$76,095 |
| 9 | \$68,655 | \$71,091 | \$73,527 | \$75,964 | \$78,313 |
| 10 | \$70,880 | \$73,316 | \$75,745 | \$78,186 | \$80,541 |
| 11 | \$70,880 | \$75,525 | \$77,962 | \$80,411 | \$82,764 |
| 12 | \$70,880 | \$77,755 | \$80,191 | \$82,624 | \$84,981 |
| 13 | \$70,880 | \$77,755 | \$82,400 | \$84,836 | \$87,193 |
| 14 | \$70,880 | \$77,755 | \$84,624 | \$87,056 | \$89,412 |
| 15-17 | \$70,880 | \$77,755 | \$84,624 | \$89,289 | \$91,639 |
| 18-20 | \$70,880 | \$77,755 | \$84,624 | \$90,491 | \$92,850 |
| 21-23 | \$70,880 | \$77,755 | \$84,624 | \$91,710 | \$94,062 |
| 24 | \$70,880 | \$77,755 | \$84,624 | \$92,919 | \$95,273 |
| Longevity Stipend is included in Steps 25 - 35+ | | | | | |
| 25-26 | \$72,919 | \$79,794 | \$86,663 | \$94,958 | \$97,312 |
| 27-29 | \$74,119 | \$80,994 | \$87,863 | \$96,158 | \$98,512 |
| 30-34 | \$75,319 | \$82,194 | \$89,063 | \$97,358 | \$99,712 |
| 35+ | \$76,519 | \$83,394 | \$90,263 | \$98,558 | \$100,912 |

Board Approved 4/12/22 for 21/22 School Year
20/21 + 2.0%

| District's Contribution for Insurance Benefits: \$12,000 | | Other Salary Related Benefit Costs: | |
|---|--|-------------------------------------|------------|
| Masters Stipend: Fewer than 199 units: \$976 | | STRS Teacher's Retirement | 16.92% |
| Doctoral Stipend: \$2,275 | | Workmen's Compensation | 1.99%/5100 |
| | | New Employee/Sub Medicare | 1.45% |
| | | Unemployment Insurance | 0.50% |

Step 25 includes \$2,039 longevity stipend (based on 1 FTE)
Step 27, 30 & 35 includes \$1,200 longevity stipend (based on 1 FTE)
\$317 annual perfect attendance stipend (based on 1 FTE)

APPENDIX E: PEER ASSISTANCE AND PEER REVIEW (PAR)

PEER ASSISTANCE AND PEER REVIEW

The Hilmar Unified Teachers Association and the Hilmar 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.

1. Joint Committee (JC)

- A. The Joint Committee shall consist of seven (7) members, four (4) of whom shall be selected by certificated classroom teachers in a process run by the Association. The District shall choose three representatives of the Joint Committee.
- B. The Joint Committee shall establish its own meeting schedule. To meet, two-thirds of the members of the Joint Committee must be present. Such meetings shall 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 unit member's pro rata hourly rate of pay.
- C. The Joint Committee shall be responsible for the following:
 1. Pursuing annual PAR training for the panel.
 2. Establishing its own rules of procedure, including the method for the selection of a Chairperson.
 3. Selecting the panel of Consulting Teachers.
 4. Selecting trainers and/or training providers.
 5. Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
 6. Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the site principal.

7. Making available the list of Consulting Teachers for selection by the Participating Teacher.
 8. 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.
 9. Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.
 10. Establishing a procedure for application as a Consulting Teacher.
 11. Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.
 12. Reviewing the final report prepared by the Consulting Teacher.
 13. Evaluating annually the impact of the PAR program in order to improve the program.
 14. Provide services and receive and expend funds for purposes as allowed by Section 44506(b) 1 through 5 of the California Education Code.
 15. Preparing approved budget for the PAR program to be submitted to the District's Governing Board. This budget will reference and enumerate all expenses related to the Program, including training expenses, any stipends, or other compensation received by Panel members or consulting teachers for performing duties.
 16. Other such incidental duties as may be needed to carry out the functions enumerated above.
- D. All proceedings and materials related to reports and other personnel matters shall be strictly confidential.
- E. The District agrees to indemnify and hold harmless and provide a defense to all members of the Joint Committee against any claims, causes of action, damages, administrative proceedings or any other litigation arising from the Peer Assistance and Peer Review Program.
- F. The Joint Committee shall present a report to the District Governing Board as required by law.

2. Participating Teachers (PT)

- A. A Referred Participating Teacher is a teacher with permanent status who receives a rating of "does not meet District standards for performance" on her/his final evaluation.
- B. A Referred Participating Teacher may select his or her Consulting Teacher from the panel of Consulting Teachers provided by the Joint Committee. A maximum of one 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.
- C. A Volunteer Participating Teacher, is a teacher with permanent status who volunteers to participate in the PAR program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance. The Volunteer PT may terminate her or his participation in the PAR Program at any time.
- D. 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 except when compelled by law.
- E. Nothing in this Agreement shall be construed or implemented so as to waive any unit member's right to Association representation pursuant to law.
- F. If a participating teacher is in a position to be evaluated by an individual who served as a consulting teacher to that participating teacher within a three (3) year period of time, the District will assign a different evaluator to the former participating teacher, at his or her request.

3. Consulting Teachers (CT)

- A. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:
 - 1. A credentialed classroom teacher with permanent status.
 - 2. Contiguous recent experience in classroom instruction.
 - 3. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

- B. In filling a position of Consulting Teacher, each applicant is required to submit three references from individuals with specific knowledge of his or her expertise, as follows:
1. A reference from a building principal or immediate supervisor.
 2. A reference from an Association representative.
 3. A reference from another classroom teacher.

All applications and references shall be treated with confidentiality.

- C. Consulting Teachers shall be selected by a majority vote of the Joint Committee, following classroom observations by the Joint Committee.
- D. A Consulting Teacher shall be provided release time as needed, but not to exceed 40 hours per school calendar year. The term of the Consulting Teacher shall be three (3) years, and a teacher may not serve in the position for more than one (1) consecutive term. A teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher.
- E. 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 pro rata hourly pay for all work beyond the regular workday and/or work year.
- F. Should a Consulting Teacher be hired full time out of their present position, upon completion of her or his service as a full time released Consulting Teacher, a teacher shall be returned to a regular assignment in accordance with Article VIII, C.6. Vacancies, Assignments, Transfer Reassignment, of this Agreement, provided the regular assignment still exists, i.e. the course/assignment is not offered or provided by the District. (Article VIII, Line C.6. Shall Read as follows: Teachers serving as a PAR's Consulting Teacher shall be returned to the position they held before accepting the Consulting Teacher position unless they agree to accept another available position or the position no longer exists, i.e. the course/assignment is no longer offered or provided by the District.).
- G. Consulting Teachers shall have the responsibility for no more than 3 Participating Teachers. Each Referred Participating Teacher shall receive no less than three (3) 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.

- H. 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.
- I. The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction
- J. The Consulting Teacher shall provide periodic written reports to the Referred Participating Teacher.
- K. The District agrees to indemnify and provide a defense for the Consulting Teacher against any claims, causes of action, damages, administrative proceedings or any other litigation arising from the Consulting Teacher's participation in Peer Assistance and Peer Review.
- L. A Consulting Teacher may, a maximum of one time during a school year, decline to work with a Participating Teacher.

APPENDIX F: SUMMARY EVALUATION FORM

**HILMAR UNIFIED SCHOOLS
CERTIFICATED TEACHER SUMMARY EVALUATION**

EMPLOYEE _____ **ASSIGNMENT** _____

STATUS _____ **YEAR** _____ **EVALUATOR** _____

The above named employee is meeting district standards of performance in the below listed evaluation criteria except as noted by the evaluator. Attached to this summary evaluation are the documents supporting the conclusions of the evaluator.

CRITERIA

1. The progress of pupils toward district standards of achievement.
2. The instructional techniques and strategies used by the employee.
3. The employee's adherence to district curricular objectives.
4. The establishment and maintenance of a suitable learning environment.
5. The performance of responsibilities adjunct to the assignment.

COMMENDATIONS AND/OR IMPROVEMENT NEEDED

SUMMARY STATEMENT

_____ **Meets or exceeds overall district standards of performance.**

_____ **In general meets most district standards of performance, however a remediation plan is needed to address specific areas where improvement is needed.**

_____ **Does not adequately meet overall district standards of performance.**

COMMENT:

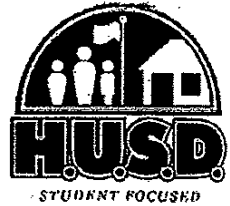
Evaluator _____ **Date** _____

I have received a copy of this summary evaluation and been given the opportunity to discuss the contents with my evaluator. I understand that I am entitled to attach additional information within ten (10) days.

COMMENT:

Employee _____ **Date** _____

**HILMAR UNIFIED SCHOOLS
AUTHORIZATION AND REPORT OF ABSENCE***



EMPLOYEE: _____

Id#: _____

| <u>ABSENT FROM NORMAL DUTIES</u> | | | <u>SUBSTITUTE IF PROVIDED</u> | | |
|----------------------------------|--------------------------|--------------------------|-------------------------------|--------------------------|--------------------------|
| <u>Date(s)</u> | <u>Hours or Full Day</u> | | <u>Name</u> | <u>Hours or Full Day</u> | |
| _____ | _____ | <input type="checkbox"/> | _____ | _____ | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> | _____ | _____ | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> | _____ | _____ | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> | _____ | _____ | <input type="checkbox"/> |
| _____ | _____ | <input type="checkbox"/> | _____ | _____ | <input type="checkbox"/> |

ADVANCE APPROVAL NOT REQUIRED:

- Sick Leave: Personal Illness, Disability or Medical Appointment. (Doctor's note required after 5 days)
- Bereavement Leave: Relationship to Deceased: _____
- Personal Necessity Leave:
(Illness of Immediate Family or Medical Appointment, Accident to Person or Property of Employee or Immediate Family, Extension of Bereavement Leave)
- Absent Without Approved Leave (pay deduct)

ADVANCE APPROVAL REQUIRED:

- Vacation (12 Month Employees)
- Jury Duty: Attach Court Notice
- Personal Necessity:
(Conducting Legal Business, Attending or Participating in Educational Activities or Ceremonies of Immediate Family Members, Attending Wedding of Immediate Family Members, Attending Funeral)
- Special Personal Absence – 2 days per year (Employee Reimbursement of Substitute Rate)
"My signature below certifies that the personal absence day was not used to engage in remunerative employment, nor to engage in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting, or any other activities related to work stoppage or political campaigning."
- Approved Short Term Leave without Pay
- School District Business: Reason: _____
Funding: _____
- No Tell Day – 3 days per year deducted from sick leave and non-cumulative

Supervisor / Designee _____

VERIFICATION

"I affirm that my absence from normal duties was for the above marked reason."

Employee Signature: _____ Date: _____

Supervisor / Designee: _____ Date: _____

DISTRICT OFFICE REVIEW AND APPROVAL

Superintendent / Designee: _____

Comment: _____ Date: _____

