

ARTICLE 7: HOURS OF EMPLOYMENT

7.1 Classroom Teachers.

7.1.1 **Work Year.** There will be four non-student days prior to the school year: two Professional Development days, one meeting day, and one teacher prep day. There will be one non-student teacher prep day immediately preceding the spring semester. The work year shall be as provided for on the school calendar, and shall not exceed 186 days.

7.1.2 **Work Week.** The regular work week shall be Monday through Friday except as such a week might be changed by national, state, or local holidays, or the school calendar.

7.1.3 **Work Day.** Unit Members shall be on the work site prior to the beginning of the students' regular school day in accordance with the before school duty schedule in effect at the site to which the Unit Member is assigned, and shall remain on the worksite after the students' regular school day ends in accordance with the after school duty schedule in effect at said site and in keeping with the district-wide duty day. If program assignments are such that different Unit Members' assignments require different daily beginning and ending times, these times will be determined by the District, however each such assignment shall be in compliance with 7.1.4 below.

7.1.4 In accordance with past practices, it is recognized that the total amount of time regularly required to be spent at a school site by employees may vary, due to differences in assignment, extended day schedules, conferences and for other reasons. Duty time will be no fewer minutes than the classroom teacher duty day unless mutually determined and agreed upon between the Unit Member and the principal.

7.1.5 **Lunch.** All Unit Members shall be entitled to one, duty free, uninterrupted lunch period per day of no less than thirty (30) minutes in length.

7.1.6 Duty Minutes. All certificated Unit Members will have the same length of regular duty day exclusive of the lunch period as set forth below:

7.1.6.1 Elementary teachers, including grades TK through 8 in TK-8 schools, shall be assigned by the site administrator no more than ninety (90) minutes per week of student supervision duty to be performed at recess and/or before or after school. Middle School teachers in sixth (6th) through eighth (8th) grade shall be assigned by the site administrator no more than five hundred (500) minutes per year of student supervision before or after school.

7.1.6.2 Elementary teachers shall not be assigned both before school and after school duty in the same day, unless a teacher volunteers to supervise more than one duty a day.

7.1.6.3 In the event Unit Members are called upon to provide duty beyond ninety (90) minutes due to inclement weather, administration may adjust the affected Unit Members' duty minutes to account for the overage, within the given month. In the alternative, the members affected will be time carded at the extra duty rate, for the extra time covered above their normal duty schedule.

7.1.7 Duty Day Chart

		Minutes	
Grade		Regular Day	Late Start/Early Release
TK/Kindergarten	Instructional Time	306	166
(Elementary)	Prep	55	55/50

	Before/After	40	50
	Meeting	-	80
Total		401	401
1-3	Instructional Time/Prep	325	230/50
(Elementary)	Recess, Before/After	76	41
	Meeting	-	80
Total		401	401
4-5	Instructional Time/Prep	336	230/50
(Elementary)	Recess, Before/After	65	41
	Meeting	-	80
Total		401	401
6-8	Instructional Time	346	266
(Middle School	Passing, Before/After	55	55
	Meeting	-	80
Total		401	401
9-12	Instructional Time	346	266

	Passing, Before/After	55	55
	Meeting	-	80
Total		401	401

7.1.8 Elementary teachers, including grades 1-8, shall have a total of 170 minutes of preparation periods per week, including one period of at least 50 minutes unless teachers in grades 6-8 are assigned to a middle school schedule as indicated above. All such preparation periods shall be provided in blocks of at least 30 minutes per period.

7.1.9 Elementary Functional Skills, BESTT and Autism Moderate/Severe teachers in grades 1-5 shall receive compensation outlined in paragraph D of Appendix C-1 in lieu of 120 minutes of the 170 minutes prep time specified in 7.1.8.

~~7.1.10 Teachers providing preparation time, e.g. music teachers, elementary physical education teachers-Elementary planning time teachers (grades 1-8) in TK-8 schools shall receive prep time as follows:~~

~~a. Elementary planning time teachers who work the majority of their time under an elementary schedule shall receive planning time in the same manner as elementary teachers at the same site.~~

~~b. Elementary planning time teachers who work the majority of their time under a middle school schedule shall receive planning time in the same manner as middle school teachers at the same site.~~

~~7.1.10 11.1 The duty minutes described above will not be applicable on field trip days, where hours may be modified to comply with required supervisory times. Elementary specialists, such as District Based music, physical education, etc., teachers shall be on the 4-8 schedule.~~

7.1.11 **Waivers.** Full-time Unit Members may request the building principal to waive ~~before or~~ after school duty time for the following reasons: medical

and dental appointments, college classes, attendance at District-sponsored activities, attendance at Association meetings and necessary personal business. If there is no interference with assigned duties, principals will waive **before or** after school duty time for Association meetings.

7.2 The hours of work of full-time Unit Members whose assignment hours differ from the students' regular school day, including but not limited to speech therapist, behavior specialist, counselors, psychologists, nurses and librarians shall be as required under Section 7.1.3.

7.3 The hours of work of regular part-time Unit Members covered by this Agreement shall be prorated to that of full-time Unit Members.

7.4 Bargaining Unit Members shall be present at the discretion of management to render professional service, including but not limited to, parent conferences, open house activities, teacher-parent meetings, and supervision of student activities.

7.4.1 Bargaining Unit Members shall not be required to attend more than two (2) evening events per year at the elementary level and three (3) evening events per year at the secondary level. Teachers at K-8 campuses shall be required to attend no more than two (2) evening events. With the exception of high school graduations, no evening event shall last longer than ninety (90) minutes.

7.4.1.1 District based personnel as outlined in 10.1.8 shall be required to attend no more than two (2) evening events per year, as outlined above, irrespective of the number of sites served. These events shall be identified no later than thirty (30) calendar days after the commencement of the school year.

7.4.2 In addition to the activities and duties described in Section 7.4, the District may require Unit Members covered by this Agreement to attend an emergency staff meeting where the subject matter is of such an urgent nature that it cannot wait until the next regularly scheduled staff meeting (e.g. death of a student or staff member, police activity, school closure, safety concerns).

7.5 Full-time secondary school teachers shall be provided with a daily preparation period to further the instructional program. This is not a free period, but a period for student conferences, class preparation and other classroom responsibilities.

7.5.1 The parties agree to waive section 7.5 of the Collective Bargaining Agreement for a period not to exceed three (3) weeks or the equivalent per year at the middle and high school levels for the purpose of testing. During testing weeks, contractual prep time minute requirements may be modified to fit the testing schedule, provided all secondary teachers at a particular site receive an equal amount of weekly preparation time.

7.5.2 Each site shall collaboratively determine the most effective testing schedule that meets their particular needs.

7.6 Full-time elementary school teachers shall be provided with preparation periods as set forth in 7.1.8, above, to further the instructional program. These are not free periods, but periods for conferences regarding students, observations and class preparation. This period will not be used for in-service meetings, staff meetings, or meetings concerning State mandated programs. The principal and staff of each elementary school will meet at the beginning of each school year to collaboratively develop a plan for the delivery of preparation time during the parent conference weeks. Contractual preparation time minute requirements may be modified to fit the parent conference week plan developed by the principal and staff in order to equalize preparation time. Each school could have different solutions which shall not be precedential for either the school or other schools. If agreement cannot be reached between the staff and the principal, the matter will be referred to HR/HTA President for resolution. This will not result in additional general fund costs. The goal is to equalize the preparation time during the two conference weeks for those teachers who provide parent conferences.

7.7 Adult Education Teachers.

7.7.1 **Unit Member Work Hours.** The lengths of the work year, work week, and work day as well as the number of Unit Members in Adult Education are dependent upon fluctuations in average daily attendance, categorical funding changes, and community needs. The District reserves the right to

add to, reduce, or eliminate the work hours of any Unit Members in Adult Education based upon such fluctuations.

7.7.2 **Necessary Attendance.** The District shall determine the amount of student attendance necessary for the scheduling, maintenance and/or cancellation of any Adult Education class.

7.7.3 **On-Site Time.** Employees assigned as classroom teachers will be at the worksite before the beginning of their class and remain on duty at the worksite, except for authorized break periods, for the period of the class.

7.8 Kindergarten Teachers

7.8.1 **Supervision.** Kindergarten teachers shall not provide lunch supervision. The scheduling of Kindergarten teachers' supervision duties shall be consistent with other primary level teachers at their school site.

7.8.2 Kindergarten Workday

7.8.2.1 The Kindergarten teacher work day is outlined in section 7.1.7 of the agreement.

7.8.2.2 Unless expressly included herein, there shall be no K-1 combination classes. The parties recognize that K-1 combination classes may be necessary at outlying schools, alternative education sites, and special education programs. If a K-1 combination is needed in one of these sites/programs, the District shall provide notice to HTA as soon as is practicable, but no later than 24 hours after the combination class is needed.

7.8.2.3 Kindergarten teachers shall be provided one and a half (1 ½) hour per day of instructional aide support. When there is no aide available, the District shall make all reasonable attempts to secure a substitute. If an aide is absent for five (5) consecutive days, or expected to be absent for five (5) consecutive days, and a substitute is not available, the District shall provide assistance to the Kindergarten teacher (such as a non-substitute District employee). This also applies when a position is expected to be vacant for five (5) or more consecutive days. In providing

assistance, the District shall not remove a non-substitute aide from an existing assignment.

7.8.2.3.1 Kindergarten teachers may request additional aide support up to an hour per day for the first nineteen (19) days of the school year (extra duty opportunity for the aide) which shall be provided subject to staff availability.

7.8.2.3.2 Kindergarten teachers shall be provided four (4) days of release time for testing.

7.9 10 Nurses

7.9.1 The work year of a school nurse shall be 187 days.

7.9.2 The workday of a school nurse shall be an eight (8) hour day. A thirty (30) minute duty-free lunch shall be provided in addition to the eight (8) hour workday.

7.9.3 Any work performed by a nurse outside of the contracted work year or duty shall be paid at the Extra Duty Rate in Appendix C-4 and must be pre-approved by administration.

7.9.4 Nurses shall not be required to provide "clinic service" for HUSD students and staff. Clinic service is defined as: Immunization services for students and staff TB/Hepatitis B services.

7.9.5 Nurses shall provide services to all HUSD students.

7.9.6 Nurses shall provide virtual services and in-person services (e.g. vision/hearing) for students enrolled in non-public schools. Nurses shall also provide those services outlined in the IEP that pertain to their position, and attend IEPs which could be virtual or in-person depending on parent choice.

7.9.6.1 Nurses shall have 72-hour advance notice prior to providing services at a non-public school. In the event that the Nurse's commute to and from a non-public school extends their workday, the Nurse shall notify their supervisor as soon as possible and shall be paid at the Extra Duty Rate in Appendix C-4.

7.9.6.2 The Nurse Administrator shall meet with the nurse team at minimum two (2) times per month to coordinate non-public services.

7.9.6.3 If, due to a colleague being required to provide service at a non-public school, a nurse volunteers, at the request of administration, to complete work after their workday and beyond their caseload, they shall be compensated at the Extra Duty Rate in Appendix C-4.

7.9.7 Nurses shall provide service to students in other tax exempt schools within HUSD boundaries that the District is required to serve by law (i.e. attending IEP meetings-which could be virtual or in-person depending on the parent choice, assessments, and any other consulting services for students with an IEP).

7.9.8 Nurses shall provide services to students who are preschool age. The Nurses shall be provided access to all student medical records.

7.9.9 Nurses shall not be required to substitute or relieve a classified Health Services Technician unless there is a medical emergency as determined by the Nurse Administrator, or designee. Some Nurse and Health Services Technician duties may occasionally overlap.

7.9.10 Summer School assignments for Nurses shall be voluntary.

7.10 Psychologists/Behavior Specialist

7.10.1 The work year of a Psychologist and Behavior Specialist shall be 196 days.

7.10.2 Psychologists and Behavior Specialists shall be able to flex their additional ten (10) workdays with five (5) days prior approval from their immediate supervisor in order to meet assessment timelines. These days must be scheduled on days when the district office is open.

7.10.3 ~~If a Psychologist and/or Behavior Specialist is on Long Term/Extended leave, the District shall endeavor to provide a substitute. If, due to Long Term/Extended leave of a colleague, a Psychologist volunteers at the~~

~~request of administration to complete additional assessments, reports, etc. after their workday and beyond their caseload, they shall be compensated at the Extra Duty Rate in Appendix C-4.~~

If a Psychologist and/or Behavior Specialist is on Long Term/Extended leave, the District shall endeavor to provide a substitute. If a substitute is not secured, administration will seek volunteers from the current psychologists to complete additional assessments, reports, etc. during or after their workday and beyond their caseload. Psychologists who volunteer shall be compensated at the Unit Members per diem rate.

7.10.4 Psychologists shall meet monthly with each other and their supervisor(s) by grade span to discuss workload (e.g. caseloads, number of assessments/manifestation determinations) with the goal of collaboratively balancing workload. Supervisors shall endeavor to schedule these meetings during collaboration time.

7.10.5 Psychologists and Behavior Specialists shall not be required to work “Extended School Year” (ESY). If Psychologists and/or Behavior Specialists are needed for ESY they may volunteer to provide coverage and/or conduct student assessments and shall be paid at the **Unit Members per diem rate** ~~summer school hourly rate in Appendix C-4.~~

7.10.6 When a Psychologist and/or Behavior Specialist is needed during the summer break to conduct student assessments prior to the start of the school year they shall be paid at the **Unit Members per diem rate** ~~Extra Duty Rate in Appendix C-4.~~ This shall be voluntary.

7.11 Counselors

7.11.1 The work year of the counselor shall be 196 days.

7.11.1.1 Commencing in the 2023-2024 2024-2025 school year, the 10 additional days that counselors work beyond the teacher work year shall be distributed as follows:

- i. i. Administration shall schedule six (6) days immediately prior to the beginning of the teacher work year.
 1. Up to two (2) of these days may be adjusted if the member participates in the scheduled extra duty district professional development days per Article 9.1.5
- ii. Administration shall schedule one (1) day immediately after the end of the teacher work year.
- iii. Three (3) days may be “flexed” by the counselor, meaning it may be scheduled by the counselor before or after the school year, or on a day that the District office is open. Flex days are subject to Administrative approval.

7.11.2 When a Counselor is on Long Term/Extended illness leave or a vacancy has occurred (at least fifteen (15) consecutive work days) the District shall endeavor to provide a substitute.

7.11.2.1 In the event of a long-term absence/vacancy where a substitute can not be secured, administration shall re-distribute the caseload/other duties to other School Counselors at the site. A monthly stipend of \$350 shall be paid in increments of 50 students until the vacancy is filled (i.e 501-550 =\$350, 551-600 = \$700, etc.) as outlined in Article 14.7.

7.11.2.2 At the secondary level, the number of days necessary to invoke the stipend shall be reduced to ten (10) consecutive work days (occurring during a single work year) if the long term absence/vacancy occurs at the beginning of counselor work year, or beginning and/or close of each academic semester.

7.11.3 School counselors may be required to participate in IEP's, SST's, 504's, RTI Services, MTSS Services, SART/SARB meetings/planning, and any other meeting where a counselor's input is needed. Counselors shall not be required to coordinate the aforementioned unless it is on a voluntary basis.

7.11.4 Counselors shall attend evening activities as outlined in Section 7.4.1.

Any Counselor, including College Career Counselors required to attend

additional evening activities shall be compensated at the Extra Duty Rate in Appendix C-4.

7.11.5 Summer School assignments for Counselors shall be voluntary.

7.12 **New Teachers to District.** For the purpose of orientation to the District prior to the return to work date for all teachers, new teachers will be compensated ~~on the Appendix C-4 Extra Pay Schedule.~~ at the extra duty rate.

7.13 **Grade Submission**

7.13.1 **Secondary Grade Submission.** Semester grades shall be submitted on or before the completion of the third business day (business day is defined as not a holiday on the district's adopted calendar) following the end of the grading period. A non-student day shall be calendared at the end of the first semester, and that day is for finalizing student grades and preparing for second semester. Triad grades shall be submitted on or before the completion of the third student day.

7.13.2 **Elementary Grade Submission.** End of the year elementary report cards may be required to be submitted two (2) days prior to the last day of school. No Unit Member shall be required to submit report cards on an earlier date.

7.13.3 All classroom teachers shall utilize a District approved Learning Management System (e.g., Google Classroom)

7.14 **Shared Certificated Contracts**

7.14.1 Only elementary teachers will be considered for a shared teaching assignment. Secondary teachers may apply for partial assignments.

7.14.2 "Shared Assignment/Contract" will be defined as splitting (sharing) a duty day or a duty week. (Sharing on a semester basis will be handled through a leave of absence procedure.)

7.14.3 A teacher who is interested in a shared teaching assignment shall be responsible for identifying another teacher who would be interested in sharing a contract. The District shall not be required to locate a partner for an interested teacher.

- 7.14.4 The two teachers interested in sharing an assignment must develop an instructional plan to be presented to the site and district-level administration for approval.
- 7.14.5 Following approval at site level, the principal will forward the request to his/her supervisor for district-level review, and recommendation to the Governing Board.
- 7.14.6 Both teachers involved in a shared assignment will be responsible for attending such activities as staff meetings, parent conferences, open houses, etc.
- 7.14.7 Salary and fringe benefits will be prorated according to the percentage basis of the shared contract.

7.15 Alternative Word Day/Week Schedule

7.15.1 Special Education Preschool Teachers

- 7.15.1.1 Teachers will teach two 180-minute sessions (morning and afternoon) per day for a total of 360 instructional minutes four days a week.
- 7.15.1.2 Teachers will be provided a 30-minute duty-free lunch.
- 7.15.1.3 Teacher total duty minutes will be 435 minutes (7 hours 15 minutes) per day four days a week.
- 7.15.1.4 Teachers will work 310 duty minutes (5 hours 10 minutes) one day a week (every other week) to align with the District's collaboration calendar and utilize this time for IEP meetings, preschool staff meetings, collaboration, and preparation time.
- 7.15.1.5 The start time of sessions and duty times (days and times) will be coordinated by the District Special Education Department.
- 7.15.1.6 Unit Members teaching Special Education Preschool classes on elementary school sites will not be required to serve on school committees, staff/in-service meetings, or general education elementary collaboration meetings nor be assigned to recess, before/after school supervision, or lunch duty. They may participate in these activities if they wish.

7.15.1.6.1 Special Education Preschool Teachers shall attend regular school events (e.g. Open House, Back to School Nights, conferences, etc.), to align with 7.4.1.

7.15.1.7 Teachers will be provided with 4 half day release periods (substitute provided by Special Education Department) to complete IEPs and fulfill requirements of state assessments.

7.15.1.8 Special Education Preschool Teachers will receive the same number of personal necessity days as all other Bargaining Unit Members outlined in Article 12.3.3.7.

7.15.1.9 Leave days (including sick leave, personal necessity, and discretionary days) will be deducted as follows: 1) Extended days (four days) - 9.2 hours and 2) Shortened days (remaining fifth day) - 6.4 hours.

7.15.2 **Western Center Academy.** Notwithstanding Section 7.1.1 and 7.1.6, the following provisions are agreed to for the Western Center Academy (WCA).

7.15.2.1 Workday Schedule for WCA Middle School Teaching Staff. The middle school duty day for teachers is 401 minutes including a daily prep period and before/after passing time and excluding lunch.

7.15.2.2 WCA teachers serving in grades 6-8 will not exceed a 401 minute duty day, however, allocation of duty day minutes will be flexible.

7.15.2.3 Teachers will teach 346 instructional minutes per day, including passing, to allow for extended specialized lab periods.

7.15.2.4 Additionally, teachers will receive a daily prep time of minutes before school. Teachers will not be required to supervise students except during passing time totaling 15 minutes per day. Required after school time be 10 minutes.

7.15.2.5 Teachers will receive 26% of a sixth period assignment for additional instructional minutes. All other provisions of 7.1.1 and

7.1.6 shall remain in full force and effect for certificated Unit Members assigned to the Western Center Academy.

7.15.3 Inclement Weather and Other Emergency Days

7.15.3.1 Under the direction of the Superintendent or designee, the District may cancel classes when deemed in the best interest of students due to inclement weather or other emergency. On such days when classes are not held, all Certificated Bargaining Unit Members at the affected school(s) shall not report for duty.

7.15.3.2 When possible, the District shall notify Unit Members 24 hours prior to the closure. In the event that 24 hours' notice is not possible, the District shall provide as much notice as is reasonably possible.

7.15.3.3 Unit Members who have already arrived on campus may be directed to remain during a closure to supervise students. ~~And shall be paid at the extra duty rate for the hours worked. In such a case, the Unit Member shall not be required to attend a makeup day. Upon mutual agreement with the supervisor, any Unit Members excused from a makeup day may work the day and be paid at the Extra Duty Rate for the hours worked.~~ If the closure occurs on a non-student day, Unit Members shall not be required to remain at the site.

7.15.3.4 District based personnel shall be expected to rearrange their calendars to work in other open locations during a closure. In the event that all of the sites served by the District based personnel are closed, the District based personnel shall follow the provisions of this article.

7.16 Collaboration Time. The parties have a mutual interest in fostering collaboration between Bargaining Unit Members for the purpose of building collective efficacy and increasing student achievement.

7.16.1 Purpose and Definition

7.16.1.1 The purpose of collaboration time is to ensure that all students learn at high levels. Collaboration is defined as school staff (certificated and administration) working together to take collective responsibility for the success of each student. Collaboration is effectively implemented when school staff work together interdependently to impact classroom practices in ways that improve outcomes for their students, their team, and their school. Collaboration meetings shall be aligned to district and site goals.

7.16.2 Schedule and Workday

7.16.2.1 There shall be one(1) day per week designated as late start/early release. On such days, there will be an eighty (80) minute meeting.

7.16.2.2 The late start/early release shall be on the same day of the week, which is currently Wednesday. A change in the day of the week shall be determined on or before the Thanksgiving Break for the following academic year.

7.16.2.3 Before each September 1, Administration shall develop and provide to HTA an annual meeting schedule which may be changed upon reasonable notice. Absent extenuating circumstances, reasonable notice shall be considered eight (8) calendar days prior to the meeting.

7.16.3 Collaboration shall be incorporated within the certificated work day.

7.16.4 The District shall make a reasonable effort to minimize scheduling elementary teacher trainings on early start/late release Wednesdays.

7.16.5 In accordance with the chart at Article 7.1.7, the certificated work day shall consist of 401 minutes plus a duty free lunch of not less than 30 minutes. Ten (10) minutes shall be added to each work day (for a total of 401 minutes per day). Thirty (30) minutes shall be reallocated from weekly instructional minutes to collaboration time.

7.16.6 Meeting Type and Purpose

7.16.6.1 Administrators shall monitor and supervise all work at their site. Administrators shall provide district and site goals and the support necessary to achieve intended collaboration outcomes.

7.16.6.2 The meetings will be designated and scheduled as follows:

Meeting Type	Topic and Structure	Facilitation	% of Annual Collaboration/Staff Meetings
Staff Meeting	Administrator determines the topic and structure	Administrator	Up to 25%
Site Leadership* Designed Collaboration	Site Leadership determines the topic and collaboration structure	Administration or other designated staff	25%-50% (any time in addition to 25% must be taken from Admin. Staff Meeting time)
Teacher Collaboration	Teachers determine the topic and collaboration structure	Teachers	At least 50%

*Site Leadership shall be defined as site administration and the site created leadership team.

7.16.6.3 **Site Leadership Designed Collaboration.** Site Leadership shall set the agenda and meeting location. The agenda shall reflect the district and school goals and include the following components: (1) the intended outcomes of the meeting; (2) required steps to accomplish the intended outcomes; (3) how the intended outcomes of the meeting relate to student achievement. Administration shall solicit input from staff prior to creating

meeting topics for each semester. The site leadership created topics shall be guided by input received.

7.16.6.4 **Teacher Collaboration.** Teachers shall set the agenda and an on-campus meeting location (unless an off-campus District site is pre-approved by the Principal) for the Teacher Collaboration time. This agenda will reflect the school goals and include the following components: (1) the intended outcomes of the meeting; (2) required steps to accomplish the intended outcomes; (3) how the intended outcomes of the meeting relate to student achievement; (4) administrative support needed to accomplish the intended outcomes; and (5) submission of the agenda for the next meeting for administrative input. After a teacher collaboration session, the team shall provide minutes to the administration based on the agreed upon components and the next week's agenda no later than the Friday following the collaboration meeting.

7.16.6.5 HUSD and HTA will jointly create an agenda/minutes template to be used for teacher collaboration meetings. This shall be reviewed on an annual basis.

7.16.6.6 **Alternative Schedule**

7.16.6.6.1 In certain instances over the course of the school year, collaboration/staff meetings may not occur (i.e. calendared minimum days, vacation days, elementary conferences, teacher planning day(s); the last day of school), and these dates shall not be considered in calculating the annual percentages described above. Refer to the Board approved calendar for reference.

7.17 Agriculture Teachers shall work a 225 day work year. Agricultural Teachers shall submit their work year calendar to their administrator for approval on or before June 30th of the prior year. Agricultural teachers are expected to be present for their full contractual workday on all student days. The calendar may be changed

by mutual written consent. Approved activities for the extended work year shall include but are not limited to agricultural facility upkeep, general agricultural maintenance, business partner relations, animal care, student supervision on field trips (competitions, conferences, and fairs), Future Farmers of America (FFA) events, farm workdays, and farm management. These duties will occur during a professional work day, a Working Day of no fixed length and being as long as to permit all scheduled work to be completed.

ARTICLE 10: TRANSFER AND REASSIGNMENT OF PERSONNEL

10.1 Definitions:

10.1.1 A transfer is a change of work location between schools or other educational facilities.

10.1.2 A voluntary transfer is one in which the transfer proceedings are initiated or agreed to by the Unit Member.

10.1.3 An involuntary transfer is one in which the transfer proceedings are imposed upon the Unit Member.

10.1.4 A reassignment is a change in grade level assignment for grades TK-5 within the same school.

10.1.5 An involuntary reassignment is a change in grade level assignment for grades TK-5 within the same school imposed upon the Unit Member.

10.1.6 A vacancy is a bargaining unit position the District has decided to fill through either transfer or the employment of a certificated employee.

10.1.7 Seniority for the purpose of this article, the term seniority shall be defined as the first date of paid service as defined by the Educational Code for lay off purposes. The District shall maintain a seniority list.

10.1.8 District-Based Personnel are Nurses, Speech Language Pathologist, School Psychologists, Behavior Specialists, Adaptive PE, Teacher on Special Assignment, (e.g. Learning Improvement Site Support Specialists, Teaching and Learning Specialists, etc.) Middle/High School Math Coaches, Instrumental Music teachers who provide elementary prep (excluding those who provide elementary preparation time), elementary PE teachers who provide prep, and Counselors on Special Assignment.

10.2 Voluntary Transfer (Unit Member Initiated Request):

To facilitate requests for transfer of certificated personnel, a list of vacancies shall be posted using the District's digital system. Copies of all notices of vacancies for certificated bargaining unit positions shall be emailed to the Association at the time they are posted except in emergency cases, the deadline for responding to a notice of vacancy shall be at least five (5) days after the notice is posted, and no vacancy shall be filled before this deadline.

10.2.1 Unit Members may apply to transfer for existing postings using the digital system on the District website.

10.2.2 Unit Member requests for transfer to vacant positions shall be given careful consideration, and when qualifications are substantially equal and in the best interests of the District, Unit Members shall be given preference in placement in such positions over persons not currently employed in the District. Seniority shall be one of the determining factors in granting transfers and reassignments. Unit Members transferred involuntarily or due to school closures shall be accorded first priority in filling all vacancies for which they have an appropriate credential. Changes in assignment caused by voluntary transfers will occur either at semester break or prior to the beginning of the instructional year. At the District's discretion, voluntary transfers may occur at other times during the year.

10.2.3 A Unit Member who requests a transfer and is qualified for the position shall be granted an interview with the principal of the school where the vacancy exists or with an appropriate administrator. A Unit Member shall be notified verbally or in writing of the decision to grant or deny a request within ten (10) work days of the decision. If the decision is unsatisfactory to the Unit Member, a conference with the principal and the Personnel Administrator may be held if the Unit Member so requests. If a Unit Member initiated transfer request is denied, the employee shall be provided with specific reasons for the denial within ten (10) work days by the appropriate administrator upon the Unit Member's request.

10.2.4 Those Unit Members seeking a transfer for the fall semester of any given school year shall submit their transfer application requests between February 1 and August 31. Transfer requests for the spring semester must be submitted between September 1- January 31. Transfer requests shall remain in effect for the window period in which they are submitted.

10.3 Involuntary Transfer.

10.3.1 Involuntary transfers shall not be punitive or disciplinary in nature but shall be based exclusively on legitimate educationally related needs of the District.

10.3.2 When the District Administration determines that an involuntary transfer is necessary, it may be for the following reasons:

- A) An increase or decrease in the number of students at a school site
- B) Class size
- C) Elimination or changes in programs and/or funding
- D) School opening or closing (10.2.2 and 10.8.6 would also apply)
- E) Any other legitimate educational related need of the District

10.3.3 Prior to any involuntary transfer occurring, volunteers shall be sought. An email copy of the posting to seek volunteers shall be sent to the President of the Association.

10.3.4 If there are no volunteers Site Administration shall use the following ordered criteria when determining the Unit Member(s) who will be the subject of the involuntary transfer.

- 1) A Unit Member's credential(s) and/or certification
- 2) Least seniority in the District
- 3) Least seniority at the site
- 4) Lot

10.3.5 Involuntary transfer shall be preceded by a meeting between the Unit Member and the appropriate administrator, at which time the Unit Member shall be notified of the reason(s) for the transfer and efforts will be made to reach agreement with the change. If the Unit Member requests, the reasons for transfer shall be provided in writing.

10.3.6 Except in instances where an insufficient number of students requires a decrease in number of Unit Members at a school, an involuntary transfer shall take effect at semester break or prior to the school year. The District shall inform a Unit Member of an involuntary transfer before the end of the school year. If a Unit Member is notified after the end of the school year of the involuntary transfer, the District shall provide the employee with the reasons for the timing of the transfer.

10.3.6.1 If a Unit Member is involuntarily transferred at anytime during the school year, the Unit Member shall be allowed two (2) days release time to break down existing class, set up the new class, and gather necessary materials.

10.3.6.2 If requested by the Unit Member, a third day shall be granted for the purpose of curriculum planning, program design, and student performance reporting.

10.3.6.3 A fourth day shall be granted if the site Administrator determines the Unit Member needs to observe other comparable programs, and participate in additional curriculum planning.

10.3.6.4 No employee shall be transferred with fewer than four (4) days notice prior to beginning the new assignment. This notice provision shall not apply for the first three (3) weeks of each semester.

10.3.7 Should a transfer be made during the summer recess, the Personnel Administrator or designee shall arrange to meet with the Unit Member to be transferred. If practical, the appropriate administrators shall be present at this meeting before the transfer is to occur, a written notice of transfer shall be mailed to the Unit Member request for such a meeting. Said reasons shall be put in writing if the Unit Member so requests.

10.3.8 If a Unit Member is involuntarily transferred at any time outside of their contracted work year, the Unit Member shall be allowed two (2) days to break down and set up their respective classrooms. The Unit Member shall coordinate these days with the respective site administrators. The Unit Member shall be compensated in their current daily rate of pay per day.

10.3.9 Upon request, custodial assistance in moving school materials shall be provided.

10.3.10 A Unit Member is involuntarily transferred on account of staff reductions at her/his assigned school, shall be afforded preferential transfer rights back to her/his previous assignment over any other interested applicant if a position becomes vacant during the next three (3) semesters or YRE equivalent and shall be notified prior to the posting of the position. Under these circumstances, the criteria set out in Section 10.2.2 shall not apply.

10.3.11 A Unit Member who has been involuntarily transferred, shall not be involuntarily transferred for the next two (2) years. Elementary teachers providing preparation time to other Bargaining Unit Members are exempt from this provision.

10.3.12 The Superintendent may involuntarily transfer a Unit Member if their behavior has created a conflict at the site (excluding with Administration) resulting in an environment that is hostile, threatening, discriminatory and/or disruptive to a Unit Member's duties. The Superintendent shall meet with the Association President to outline the reason(s) for the proposed transfer.

10.3.12.1 Prior to the involuntary transfer **of a Unit Member** in 10.3.12 the Superintendent or designee and the Association President or designee, shall attempt to informally resolve the conflict **between the parties.** If a Unit Member refuses to participate in the conflict resolution, or if the resolution attempt is unsuccessful, **they the Unit Member** can be involuntarily transferred.

10.3.12.2 The Superintendent shall be limited to no more than three (3) involuntary transfers each school year.

10.3.12.3 A Unit Member for whom 10.3.12 is applied shall be moved to a like position consistent with their credentials (e.g. general education teacher to general education teacher, counselor to counselor) and shall not be placed in a substitute position.

10.3.13 Should a part-time position become vacant at a secondary school site that has experienced staff reductions, the Principal shall have the discretion to determine whether to treat the position as part time vacancy or to make available to the Unit Members at the school a “one-sixth” assignment.

10.3.14 The filing of a grievance concerning involuntary transfer shall not prevent the transfer from going into effect. Should the resolution of the grievance result in a reversal of the transfer, the employee shall return to previous status.

10.3.15 Compensation for Involuntary Transfers. A Unit Member involuntarily transferred to an outlying school shall receive an isolation factor stipend in the amount set forth in appendix C5- Compensation for Involuntary Transfer.

10.4 Involuntary Reassignments.

10.4.1 Involuntary reassignments shall not be punitive or disciplinary in nature but shall be based exclusively on legitimate educationally related needs of the District.

10.4.2 When the District Administration/Site Administrator determines that an involuntary reassignment is necessary, it may be for the following reasons:

- A) An increase or decrease in the number of students at a school site.
- B) Class size
- C) Elimination or changes in programs and/or funding
- D) Any other legitimate educational related need of the District.

10.4.3 Procedure

10.4.3.1 Prior to making any reassignments, volunteers shall be sought from within the school and shall be considered first with an individual meeting with site administration. A copy of the email requesting a volunteer(s) shall be sent to the Association.

10.4.3.2 ~~The site administrator shall seek input from the teachers at the reduced grade level team(s). The site administrator shall seek individual or group input, as appropriate, input from the teachers at the reduced grade level team(s)-~~

individually. Administrators can may seek input using different methods such as email, Google form, personal meeting etc.

10.4.3.3 A Unit Member identified for reassignment shall be notified in writing, if requested, of the reasons for the reassignment.

10.4.3.4 If the Unit Member so requests, a meeting shall be held between the Unit Member, the Principal and the Personnel Administrator or designee, to discuss the reasons for the reassignment. Nothing herein shall preclude the reassignment from becoming effective at such time as is determined to be necessary by the District.

10.4.4 If a Unit Member is involuntarily reassigned at any time during the school year, the Unit Member shall be allowed two (2) days release time to break down existing class, set up the new class, and gather necessary materials.

10.4.5 If requested by the Unit Member, a third day shall be granted for the purpose of curriculum planning, program design, and student performance reporting.

10.4.6 A fourth day shall be granted if the site Administrator determines the Unit Member needs to observe other comparable programs, and participate in additional curriculum planning.

10.4.7 No employee shall be reassigned with fewer than four (4) days notice prior to beginning the new assignment.

10.5 Counselors.

Prior to posting a position for a counselor whose assignment will be at more than two sites, the Association will be consulted.

10.6 District-Based Personnel

10.6.1 Article 10.3 Involuntary Transfer shall not apply to District Based Personnel, as defined in section 10.1.8.

10.6.2 In the event District Based Personnel outlined in section 10.1.8-Behavior Specialists, Adaptive PE, Teacher on Special Assignment, Counselors on Special Assignment, Instrumental Music Teachers (excluding those who provide elementary prep time), or Math/High School Math Coaches need to be moved from one site to another

due to District, professional, or student need, District Administration shall seek input from these members before making the change.

10.6.3 Nurses shall present a plan for their assignments to District Administration for mutual consideration. In the event that the parties cannot reach agreement, the final decision will rest with the District Administration.

10.6.4 Behavior Specialists, School Psychologists and Speech Language Pathologists shall meet with their immediate supervisor to provide input into their site assignment for the following school year. Final assignments shall be determined by immediate supervisor using the following criteria:

- A.) Number of students at the site(s)
- B.) Number of special education students at the site(s) and taking into account particular student need.
- C.) Number and type of special education programs offered at the site(s)
- D.) Level of school served (elementary, middle, high, alternative)

10.6.5 Assignments for the following year shall be made by no later than June 1 of each calendar year, but are subject to change based on District /student need.

10.6.6 School Psychologists and Speech Language Pathologists shall be assigned to no more than two (2) sites. In the event the district has an educational need to assign an additional site, the Association President shall be consulted.

10.6.7 Assignments/changes in assignment pursuant to this section shall not be punitive or disciplinary in nature but shall be based exclusively on legitimate educationally related needs of the district.

10.6.8 Should there be a need for a reassignment after the beginning of the school year, District-based personnel shall meet with their immediate supervisor to explore all alternatives prior to reassigning the District-based employee(s).

10.6.9 Reassignments during the school year may occur for the following reasons:

- A) Significant changes in caseload
- B) Significant changes in student enrollment
- C) Increase in staffing numbers that allows for assignment redistribution
- D) Any other legitimate educational related need of the District.

10.6.10 Appendix C-5 Mileage Reimbursement shall apply to district based personnel for travel between sites during the work day. Mileage shall not be paid for travel from home to the first worksite and from the last worksite to home.

10.6.12-11 District-based employees defined in 10.1.8 who are assigned to one or more of the following sites shall be entitled to an annual stipend in the amount of \$1,500.00 (prorated by service); Cottonwood, Hamilton K-5, Hamilton 6-12, and Idyllwild.

10.7 Extra Duty Opportunities

10.7.1 Site-Based: For all site based extra duty positions at sites (e.g. credit recovery, grade level leads, department chairs, AVID coordinator) excluding high school head athletic coaches and summer school positions: Notices of all known and District funded extra duty opportunities for the following school year shall be emailed to the members at respective sites by Administration or designee by May 1 of each school year. For extra duty opportunities identified after May 1 of each school year, notification via email shall be sent as soon as possible. All postings shall be for five (5) workdays.

10.7.1.1 Notifications shall specify the length of term for the extra duty assignment.

10.7.1.2 Members qualified and interested in the assignment shall apply via an email to their Administrator with an interest letter explaining their qualifications. All candidates shall be interviewed and considered by Administration for the opportunity.

10.7.2 High School Head Athletic Coaches: The District shall post and recruit for high school head athletic coaches separately. Postings shall be made internally via email, and may be posted for outside candidates simultaneously. Bargaining Unit candidates who meet minimum requirements as determined by the posting shall receive an interview prior to any non-bargaining Unit candidates. In the event no qualified Bargaining Unit candidates are found, as determined by the District, classified employees or walk-on coaches may be considered.

10.7.2.1 In the event an athletic coach is removed from a coaching position or quits during the season, the coach is entitled to a prorated amount of compensation outlined in Appendix C-2.

10.7.3 District-Based Extra Duty Position

10.7.3.1 A list of all District-based extra duty assignments shall be posted on the district website. Applications for such positions (whether vacant or not) may be placed on file with the District.

10.7.3.2 If there are more applicants than available positions, the District shall interview all qualified applicants

10.7.4 A Unit Member who has served in an extra duty assignment but who is advised that she/he will not be offered the assignment again, may ask the site administrator for the reason(s) for this decision. Nothing in this section shall in any way diminish the District's rights as set forth in Education Code Section 44923.

10.8 District Reorganization: The following procedures shall apply to transfers and reassignments resulting from District reorganization including, but not limited to, opening new schools, closure of schools, year-round calendar, or change in grade level configuration.

10.8.1 Within ten (10) work days of a Governing Board decision to implement District reorganization, i.e., opening a new school, closing of a school, year-round education implementation at an established site, or grade level reorganization, a meeting shall be held with staff impacted by the change.

10.8.2 Within ten (10) work days of the initial meeting with the staff, Unit Members shall be surveyed for the purpose of providing an opportunity for them to state their preferences for the following year's assignment. A Unit Member may submit to the Personnel Office a change or modification of the information stated on her/his survey at any time during this procedure.

10.8.3 The District shall make every effort to honor voluntary transfer requests. If two or more Unit Members with appropriate credentials apply for a transfer, the Unit Member with the most seniority, education, experience, and best performance shall receive her/his transfer request.

10.8.4 Any Unit Member at a work site where the work calendar changes, e.g., regular to year-round or year-round to regular, who is unable to be accommodated by the voluntary transfer procedure the first year, shall be granted a voluntary transfer the following year.

10.8.5 Release Time

10.8.5.1 If a Unit Member is involuntarily transferred pursuant to this section, the Unit Member shall be allowed two (2) days release time to break down existing class, set up the new class, and gather necessary materials.

10.8.5.2 If requested by the Unit Member, a third day shall be granted for the purpose of curriculum planning, program design, and student performance reporting.

10.8.5.3 A fourth day shall be granted if the site Administrator determines the Unit Member needs to observe other comparable programs, and participate in additional curriculum planning.

10.8.5.4 No employee shall be transferred with fewer than three (3) days notice prior to beginning the new assignment.

10.8.6 Unit Members who have been displaced by a school closure will be placed at a site of like level (elementary, middle or high), before the end of the school year and shall be given priority interview over all other candidates, and shall be placed prior to all voluntary transfers.

10.8.7 Unit Members shall receive updates via e-mail of all vacancies until all affected Unit Members have been placed.

10.8.8 Unit Members shall indicate their preferences from the list of vacancies from a list provided by the District.

10.8.9 The District shall provide transportation, personnel and packing materials to move classroom materials to the new school site.

10.8.10 Storage of district materials shall be provided to any Unit Member not placed prior to the end of the school year.

ARTICLE 14: CLASS SIZE

14.1 The District shall maintain a District-wide staffing ratio of ~~twenty-nine (29) thirty (30)~~ students or less per classroom teacher ~~(measured by full-time equivalent teacher)~~. This shall not be interpreted to mean that individual classes will not exceed ~~twenty-nine (29) thirty (30)~~ students.

14.1.1 Subject to 14.1.1.1, beginning July 1, 2015 the District shall comply with the state of California's Class Size Grade Span adjustment program enacted in 2013 to make reductions each year, until a staffing ratio of 24:1 is achieved in grades K-3 at each elementary K-5 and K-8 school.

14.1.1.1 Pursuant to Education Code section 42238.02(d)(3)(B),(C),(D), the collectively bargained alternative annual average class enrollment for each school site shall not exceed 26:1 for grades K-3.

14.1.1.2. Beginning September 1 of any given school year, the Association President or designee shall be provided with enrollment reports one (1) time per month. The Association shall monitor class sizes and raise concerns regarding the collectively bargained alternative annual class average as they arise throughout the year.

14.2 For the purposes of Section 14.1, the number of classroom teachers used to compute the above ratio shall only include classroom teachers who have students rostered to them, excluding the Western Center Academy, special education and adult education teachers.

14.3 In addition to the District-wide ratio of ~~30:1~~ 29:1, effective the 2025-2026 school year, no individual elementary class (defined as grades K-5 except for Cottonwood and Idyllwild, where it will be grades K-8 and Hamilton, where it will be defined as including only grades K-5) shall exceed ~~thirty-four (34)~~ thirty-three (33), except when to meet that limit, the District would be required to construct, modify or expand existing buildings, or modify transportation schedules. This will apply to regular classes and elementary planning time physical education classes. In the event special education students push-in to elementary PE and the class size of ~~thirty-four (34)~~ thirty-three (33) is exceeded, an additional adult employee shall be provided to the class for support for that class period. Music classes, etc. are not affected by this provision.

14.3.1 No individual secondary teacher (defined as grades 6-12) shall exceed the maximum of one hundred ninety (190) student contacts in a regular five (5) period workday or two-hundred thirty (230) student contacts in a six (6) period workday. Performing Arts, ASB and Athletics shall not be affected by the provision.

14.3.2 Secondary Physical Education Classes shall be limited to not more than 55 students per period. (examples: 55 students/class x 5 periods = 275 contacts and 55 students/class x 6 periods = 330 contacts). Section 14.3.1 shall not apply.

14.3.3 Secondary Visual Arts class shall be limited to one hundred ninety-five (195) student contacts in a regular five (5) period workday and two hundred and thirty-five (235) students in a six (6) period workday.

14.3.4 When a class size adjustment is required, it shall be made within a reasonable period of time but in no event shall it take longer than twenty-five (25).

14.4 Combination classes will consist of contiguous grade levels unless there is no other alternative.

~~14.5 Three (3) physical education classes from class-size reduced classrooms will be assigned to two (2) physical education teachers in the elementary grades.~~

14.6 Advisory Periods at Middle Schools. An advisory period is a daily period of up to eighteen (18) minutes. This period shall not require preparation nor shall it require

grading. Students shall receive pass/fail (keep as existing language). This shall not be counted toward student contacts.

14.7 School Counselors Staffing Formulas

14.7.1 The caseload for Counselors shall be as follows:

14.7.1.2. Middle School (excluding TK-8 schools): Two counselors per site.

14.7.1.3 Comprehensive High School:

14.7.1.3.1 Ninth-Twelfth (9th-12th) Grade Caseload Counselor ratio shall be a site average of one counselor per every 500 students as of the Census Day (1st Wednesday in October), excluding the Western Center.

The Ninth (9th) Grade Building Assets, Reducing Risks (BARR) Counselor shall be assigned one per site, (excluding Hamilton 6-12 and Alternative Education Programs) and receive a stipend per Appendix C-2 and excluded from 14.7.1.3.2.

14.7.1.3.2 If, on Census day or anytime thereafter, a High School Counselor's caseload exceeds 500 students, a monthly stipend of \$350 shall be paid in increments of 50 students until the caseload number is met (i.e. 501-550=\$350, 551-600=\$700, etc.).

14.8 Nurses Staffing Formulas

14.8.1 The caseload for Nurses shall be 1:3,300

ARTICLE 19: SPECIAL EDUCATION

19.1 Definitions

19.1.2 Co-teaching is defined as a model in which a general education teacher and a special education teacher regularly instruct, support and assess, in a general education setting, students with and without IEPs.

19.1.3 Specialized Academic Instruction includes direct instruction and indirect service, such as consultation with general education teachers, program development/individualization, modification of curriculum, and planning with related service by staff who possess a Special Education credential. **Examples of Specialized**

Academic Instruction include but are not limited to, push-in support, pull-out support/instruction, self-contained classrooms, etc.

19.1.4 “Caseload” is the number of students with Individualized Education Programs (IEP’s) for whom the special education Bargaining Unit Member acts as case manager. When accounting for caseload, each student is counted as one (1), regardless of quantity of services on their IEP unless otherwise noted in the CBA.

19.1.5 “Case Managers Carriers” refer to any member who is responsible for coordinating and ensuring services and supports are in place and provided as determined by the student’s IEP, and may act as a liaison between the student’s teachers, parents, and other service providers. This person may also provide direct service to students on their caseload.

19.2 Joint Special Education Committee

19.2.1 Both parties agree to a Joint Special Education Committee (JSEC) to address and make good faith effort to resolve District-wide special education issues that are non-bargainable. This committee shall be made up of eight (8) individuals, four (4) of which shall be appointed by the District and four (4) shall be appointed by HTA.

19.2.2 The District shall appoint a co-chair and HTA shall appoint a co-chair. Meeting chair responsibilities shall rotate between the District and HTA. Meeting agendas shall be created jointly between co-chairs.

19.2.3 Issues raised in the JSEC meeting shall be supported by relevant data, if applicable.

19.2.4 The JSEC shall meet at least four (4) times throughout the school year. The first meeting shall occur no later than the fourth week of August. At the final committee meeting of the school year, the Committee shall schedule the first meeting of the following year.

19.2.5 Unit Members concerned about excessive workload may present their concerns to the JSEC to explore possible solutions.

19.2.6 Individual special education concerns may be raised in periodic meetings between the Special Education Department and the HTA President.

19.3 Instructional Aides

19.3.1 Instructional Aides shall be assigned as needed or designated by the Individual Education Program (IEP) Special Education Teachers shall be consulted as to the scheduling of such aides, but the District shall make the final assignment.

19.3.2 Special education instructional aides shall not be pulled from their special education assignment to serve as substitute aides in the general education program.

19.4 Scheduling of IEP Meetings

19.4.1 The District shall make every effort to schedule IEP team meetings within the Unit Member's regular duty day and outside of their preparation period.

19.4.2 If the IEP team meeting goes beyond the regular contractual hour, Unit Members shall be compensated at the Extra Duty Rate (Appendix C-4) upon the submission of a Hemet Unified time card.

19.4.3 Case Managers shall ensure that members of the IEP team are properly invited with advance notice (10 days), when practicable.

19.5 ~~Inclusive Practices~~ Assurance of Materials

19.5.1 All Special Education classrooms, ~~and related service providers,~~ shall have all core instructional materials as afforded by the Williams Act.

19.5.2 All Special Education Teachers shall be provided applicable core curriculum training.

19.5.3 Additionally, site administration shall take into consideration all instructional programs on campus when planning for ancillary materials and equipment.

19.6 Inclusive Practices

19.6.1 Co-Teaching Practices

19.6.1.1 Participation in a Co-Teaching model shall be on a voluntary basis year to year.

19.6.1.2 Unit Members participating in the Co-Teaching model shall receive separate and distinct evaluations as outlined in Article 15 of the Collective Bargaining Agreement (CBA).

19.6.1.3 The number of students with IEPs (not including those who have a speech only IEP) in the co-teaching class shall not exceed twelve (12)

special education students whose goals are tied to that specific content area as determined by the Special Education Department Chair in consultation with Administration (excluding electives and PE).

19.6.1.4 One or both of the teachers in this model must hold a clear credential or equivalent.

19.6.1.5 Every effort shall be made to provide common planning time for co-teaching partners.

19.6.1.6 Both Unit Members assigned to co-teaching classes shall participate in planning, assessment, grading, and instruction within the classroom on a daily basis. Substitute teachers for either Unit Member shall be provided due to an absence, including during IEP meetings. If a substitute is not available, the District shall follow its substitute protocol in an effort to fill the absence.

19.6.1.7 At no time, shall either teacher be used as substitute coverage during a period in which they are assigned to Co-Teach.

19.6.1.8 Prior to or concurrent with the implementation of the Co-Teaching model, both the special education and general education teachers shall be trained in the Co-Teach model. If such training occurs outside of the normal work hours, such training shall be voluntary and teachers shall be compensated at the Extra Duty Rate Appendix C-4.

19.67 District-based Employee Supervision

19.7.1 District-based employees shall not be assigned supervision duty at their assigned school sites; though they may be called on to provide assistance in the event of an emergency.

19.78 Speech Language Pathologist Caseloads

The district will annually staff using the following district wide Speech Language Pathologist caseloads of one (1) full time Speech Language Pathologist to fifty-five (55) students on their IEP caseload (55:1) for TK through Adult Transition or in accordance with the most current statute. For Preschool, there shall be one (1) full time Speech Language Pathologist to forty (40) students, or in accordance with the most current statute.

19.8.1 The caseload of the SLPs serving both school-age and preschool children shall be reduced proportionally to reflect the amount of the SLP's assignment devoted to

preschool. For the purposes of calculating caseloads, preschool children shall count as 1.25 students.

19.89 School Psychologist Caseloads

The district will annually staff using a district wide School Psychologist to student ratio average of no less than one (1) full time School Psychologist position to every one-thousand (1000) enrolled students as determined by Census Day Data (1st Wednesday in October).

19.9.1 In the event there is a need to hire additional staff, the District shall have until the end of the first semester to remedy the issue.

19.9.10 Special Education Teacher Caseload: The following caseload cap (not including students pending eligibility) shall be maintained for these designated assignments:

Preschool.....	20
Mild/Moderate Special Education.....	28
Moderate/Severe and Behavioral Support (BESTT) Special Education).....	14

19.910.1 Programs that fall under Mod/Severe include but are not limited to (Autism and Functional Skills) If a Bargaining Unit Member should exceed the caseload limits outlined above for more than fifteen (15) consecutive work days, that bargaining unit member shall be entitled to caseload compensation every day thereafter for each student case above the contract limits at the rate of ten (10) dollars per student, per day until the day that Bargaining Unit Member no longer exceeds the number of caseload limits prescribed in 19.9.

19.910.2 Administration will work collaboratively with the Special Education teachers at the site to distribute student cases in excess of caseload limits outlined in 19.9

19910.3 At the end of each calendar month, Bargaining Unit Members who are over the caseload limits outlined in **19.910** shall meet with their administrator to confirm the details of the overage(s) and the compensation they are due and, after administrative approval, subsequently submit that information to Payroll for processing and payment on the next pay warrant.

19.910.4 In the event of a disagreement in **19.910** the Assistant Superintendent of Human Resources (or designee) and the HTA President shall be included in the discussion to assist in seeking resolution.

19.4911 Case Management

19.4011.1 Special Education classroom teachers who are providing core instruction and also manage a caseload (a.k.a. "Case Carriers Manager") shall receive an annual stipend as outlined in Appendix C-4.

19.4011.2 Special Education classroom teachers may request release time for the purposes of case management.

19.12 Special Education Class Size: The following site class size caps shall be maintained for the designated assignments:

Autism: 14 students

BESTT: 12 students

Elementary (Moderate/Severe): 14 students

Secondary (Moderate/Severe): 14 students

19.12.1 If a Bargaining Unit Member should exceed the class caps outlined above for more than fifteen (15) consecutive work days, that bargaining unit member shall be entitled to class cap overage compensation every day thereafter for each student roster-contact above the contract limits at the rate of twenty (20) dollars per student, per day, retroactive to the first day of student enrollment, until the day that Bargaining Unit Member no longer exceeds the number of students rostered to them prescribed in 19.12. No Bargaining Unit Member may exceed class size by more than three (3) extra students at one time.

19.12.2 Administration will work collaboratively with the Special Education teachers at the site to distribute students in excess of caps outlined in 19.12.

19.12.3 At the end of each calendar month, Bargaining Unit Members who are over the limits outlined in 19.12 shall meet with their administrator to confirm the details of the overage(s) and the compensation they are due and, after administrative approval, subsequently submit that information to Payroll for processing and payment on the next pay warrant.

19.12.4 In the event of a disagreement in 19.12.3 the Assistant Superintendent of Human Resources (or designee) and the HTA President shall be included in the discussion to assist in seeking resolution.

19.4413 Extended School Year (ESY)

19.4413.1 ESY is a service listed on a student's IEP.

19.4413.2 ESY is a voluntary assignment for Unit Members.

19.4413.3 ESY assignments shall be compensated at the summer school rate i

Appendix C-4.

19.42 14 Special Education Teacher Site Collaboration Time

19.42 14.1 Unit Members who teach special education require additional support and collaboration time to address the individual needs of the students and maintain compliance with legal requirements. Collaboration regarding this topic is encouraged between site administration and Unit Members.

19.43 15 Evaluation

19.43 15.1 Psychologists and Behavior Specialists shall be evaluated by the immediate supervisor.

19.43 15.2 Speech Language Pathologists shall be evaluated by the immediate supervisor.

19.43 15.3 Employee Evaluation and Observation Procedures in Article 15.10 shall apply to Psychologists, Behavior Specialists and Speech Language Pathologists.