

SIDE LETTER OF AGREEMENT BETWEEN THE  
HEMET UNIFIED SCHOOL DISTRICT  
AND  
THE HEMET TEACHERS ASSOCIATION

**HUSD Special Education Initiative**  
September 19, 2024

The Hemet Unified School District ("District") and Hemet Teachers Association ("Association"), the "parties," enter this Side Letter of Agreement ("letter") concerning the mutual need to collaboratively improve conditions related to Special Education within the Hemet Unified School District.

**Recitals**

- A. This letter aims to address the following: timeframe for improvement with accompanying progress checks, special education delivery of service model, role clarity for members of the bargaining unit, class composition and appropriate distribution of students, professional workspace, schedules/scheduling, evaluations, training, and collaboration for general education and special education staff who may be required to provide special education services in accordance with a student's Individualized Education Program (IEP).
- B. The parties recognize that organizational improvement requires time and effort; as such, desired outcomes may not immediately be achieved. However, with ongoing planning, appropriate action coupled with the study of results, and the implementation of innovative ideas, the system and its conditions will be improved in time.

**Accordingly, the parties agree as follows:**

1. Timeframe and Progress Checks:
  - a. The parties agree that the balance of the 2024-2025 school year shall be dedicated to addressing the issues brought forth in this side letter.
  - b. Periodic progress checks shall be conducted at minimum twice during the course of the 2024-2025 school year. Members participating in the progress check shall be comprised of the negotiation team members and/or appropriate designees. Progress checks can be in-person, by digital meeting platform, or any other manner acceptable to the parties.
  - c. The parties also agree to revisit the progress of the items listed in this letter on or before June 30, 2025, to determine if adequate progress has been made or if it needs to be mutually extended.
2. Clarification on Co-Teach Model and Special Education Services
  - a. Co-Teaching is a model defined in the Collective Bargaining Agreement (CBA). It is an optional model, not a Special Education service.
    - i. For the first semester of the 2024-2025 school year, co-teach model changes shall be approved by Human Resources after a review of all other possible options. Effective second semester of the 2024-2025 school year, once a Co-Teach class has been established in accordance with the CBA and approved by administration, that class shall not be changed to a "collaboration" model or a "push-in" service for the duration of the semester because of enrollment issues.
  - b. Push-in, pull-out, self-contained, Essential Standards (ES) classes, mainstreaming, etc. are not delivery models, but placements within a continuum of services and

are driven by the Individual Education Plan (IEP) of students. They are vital services legally required to exist within the District; they are not optional.

- i. Placement into these services are aligned to student IEP goals and accommodations. Decisions to move a student to a more/less restrictive environment are an IEP Team's decision based on the student's individual progress and needs.

1. The Special Education Department shall create a process to determine barriers related to the IEP process and problem-solve accordingly, which may include additional training or system redesign.

### 3. Role Clarity

- a. The Special Education Department shall work to establish role clarification pertaining to section 2b of this document. HTA members shall be consulted in this process. The following is a list of items that may be considered related to role clarity for bargaining unit members:

- i. Who is responsible for grading?
- ii. Who is responsible for instruction?
- iii. Who is responsible for making sure students are receiving prescribed minutes according to the IEP?
- iv. Who is responsible for the modification of curriculum?
- v. What is the role of the general education teacher?
- vi. What is the role of the SAI teacher?
- vii. If observed, what should each adult be expected to be doing?
- viii. How would an Instructional Aide be utilized within the class?

- b. The Special Education Department will gather input and feedback from the JSEC on this topic to be reviewed according to section 1b with appropriate parties.

### 4. Schedules/Scheduling of Staff

- a. The Special Education Department shall work to establish protocols for the scheduling of staff providing special education services. The following shall be considered for inclusion into the protocols but is not all-inclusive list:

- i. How are classes offered throughout the day?
- ii. Which staff are asked to provide services in section 2b of this document. How is that determined? Is it equitable? Is it appropriate?
  1. How are students distributed throughout the master schedule?
  2. Which classes would be serviced with an SAI teacher in general education classes? With an Aide?
  3. How are substitutes utilized?
  4. How can the district maximize available substitutes to ensure that students with disabilities receive their services?
  5. How are workspaces being maximized, given increasing enrollment for members in 2b and related service providers?

- b. Once the protocols have been completed, the Special Education Department shall share them with the Joint Special Education Committee (JSEC) for input and recommendations. The finalized product shall be made available to be reviewed according to section 1b with appropriate parties.

### 5. Evaluations

- a. The evaluation of all staff is to be conducted in accordance with the CBA.
  - i. Evaluations shall be constructed of first-hand observation, data, and interactions - asking other members or classified staff for their opinion on employee performance for inclusion into an evaluation is prohibited.

6. Training

- a. The Special Education Department shall work to establish a training component for those members providing special education services, including related service providers. The following shall be considered for inclusion into the protocols but is not all-inclusive list:
  - i. Professional development on roles and responsibilities from sections 2a and 2b above (for general education teachers and SAI teachers alike).
  - ii. Professional development in how to best utilize special education Instructional Aides within the classroom.
  - iii. Professional development on understanding the role of general education teachers as it pertains to meeting special education students' individual goals, i.e. the utilization of an "IEP at a Glance."
  - iv. Professional development through job-a-like trainings (when and where feasible, given limitations on substitutes).
- b. Once the training components have been planned, the Special Education Department shall share them with the Joint Special Education Committee (JSEC) for input and recommendations. The finalized product shall be made available to be reviewed according to section 1b with appropriate parties.

7. Collaboration

- a. The Special Education Department shall create a process to determine barriers related to site collaboration and problem-solve accordingly with JSEC to be reviewed according to section 1b with appropriate parties.

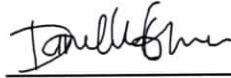
This letter is subject to HTA and Board (or designee) approval and will sunset June 30, 2025, but may be extended or modified by mutual agreement.



9/19/2024

Derek Jindra, Ed. D.  
Assistant Superintendent

Date



9/19/2024

Danelle Gheen  
Lead Negotiator, HTA

Date


**Side Letter of Agreement Between  
The Hemet Unified School District  
And  
The Hemet Teachers Association  
September 19, 2024  
Special Education Assessment Plan Creation**

The Hemet Unified School District ("District") and the Hemet Teachers Association ("HTA") agree to the following regarding Special Education Assessment Plan creation:

1. Assessment Plan Creation:
  - 1.1. Initial assessment plans shall be created by a School Psychologist.
  - 1.2. Eligibility Review (Triennial) assessment plans shall be created by the Case Manager.
  - 1.3. Assessment plans created outside of 1.1 and 1.2 shall be completed by respective service providers, e.g. Physical Therapist, Occupational Therapist, etc.
  - 1.4. Speech Only assessment plans shall be created by a Speech Language Pathologist.
  - 1.5. Any assessment plan not covered by the above shall be created by an individual determined by the Parties.
2. Assessment Plan Communication:
  - 2.1. The creator of the assessment plan is responsible for communicating roles and duties to all affected service providers including all relative and pertinent dates related to the plan.
3. This Side Letter is non-precedent setting.
4. The content of this Side Letter shall be brought forward to the Negotiation Table during the 2024/2025 contract negotiation session scheduled for Spring 2025 or at a time mutually determined by the Parties.
5. Additionally, to the extent this Side Letter of Agreement contradicts any prior Agreement, this Side Letter shall prevail.
6. This Side Letter shall expire June 30, 2025.

  
\_\_\_\_\_  
Danelle Gheen  
HTA Lead Negotiator

9/19/2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Derek Jindra, Ed.D.  
Assistant Superintendent, HR HUSD

9/19/2024  
\_\_\_\_\_  
Date

MEMORANDUM OF UNDERSTANDING BETWEEN THE HEMET UNIFIED SCHOOL  
DISTRICT

AND

THE HEMET TEACHERS ASSOCIATION

District-Based Elementary Arts Integration Wheel Itinerant Teacher

2024-2025

***Amended on September 6, 2024***

The Hemet Unified School District ("District") and Hemet Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") concerning District-Based Elementary Arts Integration Wheel Itinerant Teacher.

The Parties agree as follows:

1. Starting the 2024-2025 school year, HUSD will hire up to ten (10) District-Based Elementary Arts Integration Wheel Itinerant Teachers paid for out of California Proposition 28. These positions will continue year to year subject to continued funding.
  - a. The ten (10) teachers will primarily be divided into two (2) teams of five (5). Each team will travel to one site for a week at a time to provide teacher release. The next week, the teams will go to another site. It is anticipated that they will travel to eight to nine (8-9) sites per quarter.
  - b. Occasionally, it is anticipated there will be a need to restructure the two (2) teams of five (5) into, for example, a team of six (6) and (4) based on the grade level size per site. For example, one elementary site may need six (6) teachers covered at a time and another elementary site may only need four (4), based on the number of classes per grade level at a site.
  - c. The Coordinator of Visual and Performing Arts and the Director of Elementary will direct and guide the work. These administrators will also monitor funds to ensure the teams have the materials and supplies they need.
2. Teachers released pursuant to this MOU shall use the time for professional development provided by District and site personnel. Additionally, the Elementary Arts Integration Wheel Itinerant Teachers shall utilize the classrooms of released teachers during this time. The District shall make every effort to properly schedule professional development so as to avoid loss of prep during these sessions.
3. Given the unique nature of these positions, District-Based Elementary Arts Integration Wheel Itinerant Teachers shall be considered "District-Based" and included in the language in Article 10 of the Collective Bargaining Agreement moving forward. These teachers will also be eligible for mileage reimbursement in accordance with Board Policy for travel from site to site (excluding the first site of the day). These employees are not eligible for an Isolation Stipend.
  - a. *Additionally, the daily schedule for these teachers shall be altered from contract in order to meet organizational and student needs. The daily schedule is attached as Exhibit A. The yearly schedule is attached as Exhibit B.*
  - b. *Prep shall be provided as follows:*

1. For five (5) day weeks, these members shall receive one hundred twenty (120) minutes of prep which may be provided in various blocks of time not to be less than thirty (30) minutes at any one time.
  2. For four (4) day weeks, these members shall receive a minimum of 80 minutes of prep which may be provided in various blocks of time not to be less than 30 minutes at any one time.
  - c. For Wednesday Teacher Collaboration time, these members shall meet virtually or in-person. For Staff Meetings and Site Leadership Designed Collaboration, these members shall meet with their designated supervisor virtually or in-person. These members shall not attend a school site's Wednesday collaboration meetings.
  - d. These members shall not provide duty unless they are covering for a teacher whose duty falls within the teacher's covered time.
  - e. In the event of an absence of these members, classes shall be equally divided amongst the rest of the Arts Integration Wheel Itinerant Teacher team not to exceed forty (40) students.
4. This MOU is subject to ratification by HTA and Board approval and shall sunset June 30, 2025.



9/6/2024



9/6/2024

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Derek Jindra, Ed. D.  
Assistant Superintendent

Date

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Danelle Gheen  
Lead Negotiator, HTA

Date



# EXHIBIT A - Daily Schedule

## Elementary Arts Integration Wheel Calendar 2024-2025

**First Day of School/AIW Prep Week**  
8/7-8, 8 12-16  
**HDLA/Idy & Ham/Cott** 8/19-23  
**Bautista & Ramona** 8/26-30

AUGUST 2024						
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

FEBRUARY 2025						
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	

**Cawston & Little Lake** 2/3-7  
**Harmony & JW** 2/10-14  
**February Break**  
**Winchester & Whittier** 2/24-28

**Holiday**  
**Hemet El & Fruitvale** 9/3-6  
**Winchester & Whittier** 9/9-13  
**Harmony & Jacob Wiens** 9/16-20  
**Cawston & Little Lake** 9/23-27

SEPTEMBER 2024						
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					

MARCH 2025						
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					

**McSweeney & Valle Vista** 3/3-7  
**HDLA/Idy & Ham/Cott** 3/10-14  
**AIW Prep Week** 3/17-21  
**End of Quarter 3**  
**AOI** 3/24-28

**McSweeney & Valle Vista** 9/30-10/4  
**AIW Prep Week** 10/7-11  
**End of Quarter 1**  
**Bautista & Ramona/Opt PD Day**  
10/14-17 (Unit 2)  
**PTC Week/Non Student Day/AOI**  
10/21-24 (Unit 1)  
**Hemet El & Fruitvale** 10/28-11/1

OCTOBER 2024						
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		

APRIL 2025						
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					

**Spring Break**  
**Bautista & Ramona** 4/7-11  
**Hemet El & Fruitvale** 4/14-18  
**Winchester & Whittier** 4/21-25  
**Harmony & JW** 4/28-5/2

**Winchester & Whittier** 11/4-8  
**Holiday**  
**Harmony & JW** 11/12-15  
**HDLA/Idy & Ham/Cott** 11/18-22  
**Thanksgiving Break**

NOVEMBER 2024						
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

MAY 2025						
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						

**Cawston & Little Lake** 5/5-9  
**McSweeney & Valle Vista** 5/12-16  
**HDLA/Idy & Ham/Cott** 5/19-23  
**Holiday/AIW Prep for 2025-26/Clean Up**

**Cawston & Little Lake** 12/2-6  
**McSweeney & Valle Vista** 12/9-13  
**AOI** 12/16-19  
**End of Quarter 2**  
**Winter Break**

DECEMBER 2024						
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				

JUNE 2025						
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					

**AIW Prep for 2025-26/Clean Up/Last Day of School/End of Quarter 4**

**Non Student Day/AIW Prep Week**  
1/6-10  
**Bautista & Ramona** 1/13-17  
**Holiday/**  
**Hemet El & Fruitvale** 1/21-24  
**Parent/Teacher Conference Week/AOI** 1/27-31

JANUARY 2025						
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	

JULY 2025						
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			

# EXHIBIT B - Yearly Schedule



## Arts Integration Wheel Site Schedule 2024-2025

Sample Elementary School						
Unit 1: 8/19-8/23						
Day of Week	Session	Session Time	Grade Level	Recess or N/A	Lunch or N/A	
Monday	Session 1	7:30-10:20	5	9:40-10:00	N/A	
Monday	Session 2	10:30-2:00	2	12:50-1:05	P/E 11:10-11:50	
Tuesday	Session 1	7:30-10:20				
Tuesday	Session 2	10:30-2:00				
Wednesday	Session 1	7:30-10:20 (10:50)	TK (always)	1:30-1:45	E/P 10:50-11:30	
Thursday	Session 1	7:30-10:20	K	8:45-9:05	P/E 10:00-10:40	
Thursday	Session 2	10:30-2:00	4	8:25-8:45	N/A	
Friday	Session 1	10:30-2:00	3	N/A	E/P 11:50-12:30	
Friday	Session 2	10:30-2:00		9:00-9:20	N/A	
Unit 2: 11/11-15						
Day of Week	Session	Session Time	Grade Level	Recess or N/A	Lunch or N/A	
HOLIDAY						
Monday	Session 1	7:30-10:20	K	8:25-8:45	N/A	
Tuesday	Session 2	10:30-2:00	3	1:15-1:30	P/E 11:30-12:10	
Wednesday	Session 1	7:30-10:20 (10:50)	TK (always)	8:45-9:05	P/E 10:00-10:40	
Thursday	Session 1	7:30-10:20	4	9:40-10:00	N/A	
Thursday	Session 2	10:30-2:00	5	N/A	E/P 12:10-12:50	
Friday	Session 1	7:30-10:20	1	8:40-9:00	N/A	
Friday	Session 2	10:30-2:00	2	12:50-1:05	E/P 11:10-11:50	
Unit 3: 3/10-14						
Day of Week	Session	Session Time	Grade Level	Recess or N/A	Lunch or N/A	
Monday	Session 1	7:30-10:20	K	8:25-8:45	N/A	
Monday	Session 2	10:30-2:00	1	1:30-1:45	E/P 10:50-11:30	
Tuesday	Session 1	7:30-10:20	2	8:20-8:40	N/A	
Tuesday	Session 2	10:30-2:00				
Wednesday	Session 1	7:30-10:20 (10:50)	TK (always)	8:45-9:05	P/E 10:00-10:40	
Thursday	Session 1	7:30-10:20	3	9:00-9:20	N/A	
Thursday	Session 2	10:30-2:00	5	9:40-10:00	N/A	
Friday	Session 1	7:30-10:20	4	N/A	E/P 11:50-12:30	
Friday	Session 2	10:30-2:00				
Unit 4: 5/19-23						
Day of Week	Session	Session Time	Grade Level	Recess or N/A	Lunch or N/A	
Monday	Session 1	7:30-10:20	4	9:40-10:00	N/A	
Monday	Session 2	10:30-2:00	3	1:15-1:30	P/E 11:30-12:10	
Tuesday	Session 1	7:30-10:20	1	8:40-9:00	N/A	
Tuesday	Session 2	10:30-2:00	5	N/A	E/P 12:10-12:50	
Wednesday	Session 1	7:30-10:20 (10:50)	TK (always)	8:45-9:05	P/E 10:00-10:40	
Thursday	Session 1	7:30-10:20	2	8:20-8:40	N/A	
Thursday	Session 2	10:30-2:00	K	8:25-8:45	N/A	
Friday	Session 1	7:30-10:20				
Friday	Session 2	10:30-2:00				

TK is always Wednesday | K is always Morning | Each grade level gets one session | Rotate the days of week and time



MEMORANDUM OF UNDERSTANDING BETWEEN THE HEMET UNIFIED  
SCHOOL DISTRICT

AND

THE HEMET TEACHERS ASSOCIATION

Transitional Kindergarten

**April 12, 2024**

The Hemet Unified School District ("District") and Hemet Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") concerning Transitional Kindergarten (TK).

The District and the Association agree to the following related to TK:

1. The District shall follow the applicable laws and regulations concerning TK.
2. The TK teacher work day is outlined in the current Article 7.1.7 (subject to renumbering based on negotiation of Article 7) of the agreement.
3. TK teachers shall not provide lunch supervision. The scheduling of TK teachers supervision duties shall be consistent with other primary level teachers at their school site with the understanding that recess minutes count as instructional minutes.
4. The TK classes shall not be calculated into the TK-3 average outlined in Article 14.1.1.1
5. Beginning in 2024-2025 each school site shall maintain an average TK class enrollment of not more than 24 students with an adult-to-student ratio of 12:1 (If sufficient funding is received from the State, the adult to student ratio shall be 10:1). TK/K combos shall only exist, if needed, in outlying schools (in these combos, the average adult-to-student ratio shall follow other TK classes).
6. TK teachers shall not be responsible for the diapering needs of students.
7. The parties agree to meet as necessary to negotiate the impacts and effects of any changes to the applicable laws and regulations concerning TK. Additionally, no later than March 31, 2025, the parties shall meet to review the TK program and negotiate any changes, if necessary.
8. Terms of Agreement:
  - a. This agreement shall supersede the MOU related to Transitional Kindergarten dated April 20, 2022.
  - b. This agreement shall expire June 30, 2026. Thereafter, the parties will meet to negotiate the incorporation of ongoing language into the Collective Bargaining Agreement.
  - c. The provisions of this agreement shall not be modified and/or changed unless both parties mutually agree.
  - d. This Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice.
  - e. All components of the current CBA between the Association and the District not addressed by the terms of this agreement shall remain in full effect.



Dr. Derek Jindra  
Assistant Superintendent

4/12/2024

Date



Danelle Gheen  
HTA Lead Negotiator

4/12/2024

Date

MEMORANDUM OF UNDERSTANDING BETWEEN THE HEMET UNIFIED SCHOOL DISTRICT  
AND  
THE HEMET TEACHERS ASSOCIATION  
Article 7 School Counselor Work Year  
2024-2025

The Hemet Unified School District ("District") and Hemet Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") concerning Article 7, School Counselor Work Year.

The Parties agree as follows:

1. The parties agree to the following new language for Article 7, concerning School Counselor work year:

7.12.1<sup>1</sup> The work year of the school counselor shall be 196 days.

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

- 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 school counselor, meaning it may be scheduled by the school counselor before or after the school year, or on a day that the District office is open. School Counselors shall submit their work year calendar to their administrator for approval on or before June 30th of the prior year. Flex days are subject to Administrative approval.

2. This language shall be in effect from the ratification of this MOU until the Parties reach and ratify a tentative Agreement concerning Article 7 for 2024-2025 negotiations.



Derek Jindra, Ed. D.  
Assistant Superintendent

Date



Danelle Gheen  
Lead Negotiator, HTA

5/25/2024

Date

<sup>1</sup> Numbering is subject to change