

## HLPUSD/HLPTA Tentative Agreement

### ARTICLE I Agreement

This is an agreement made and entered into this, **1<sup>st</sup> day of May, 2023**, between the Board of Education of the Hacienda La Puente Unified School District (hereinafter referred to as "Board") and the Hacienda La Puente Teachers Association/California Teachers/National Teachers Association (hereinafter referred to as "Association", an employee organization.)

This Agreement is the product of an “interest based” bargaining process. Interest Based Bargaining (hereinafter referred to as “IBB”) is based on the following assumptions: bargaining enhances the relationship between parties; both parties can win in bargaining and they can help each other to win; open and honest discussions expands the areas of mutual interests and expands the options available to parties in negotiations; and, while power exists in any bargaining relationship, mutually developed standards move decision-making away from reliance on power and toward satisfying the interests of both parties. The Board and the Association are committed to using the interest-based bargaining process in future negotiations to identify and resolve issues of interest to each party.

### ARTICLE VI

#### ~~Shared Decision Making~~ Collaborative Processes

~~Shared Decision Making is suspended, although~~ The District and Association share a strong commitment to Labor/Management collaboration throughout the organization. **In the following areas:**

**Interest Based Bargaining**

**Labor Management Initiative**

~~Shared Decision Making is suspended, although~~ The District and Association share a strong commitment to Labor/Management collaboration throughout the organization.

- A. The Board and the Association agree to cooperatively participate in the development of **collaborative** site- based decision making at each school location.
- B. The Association and the District agree to continue their participation on the Shared Decision Making Steering Committee, and will collaborate with other district stakeholder groups in the development of a model for shared decision making at the district and site level. Upon approval, the vision, plan and process shall be included in this article.
  1. Shared Decision Making (SDM) is a collaborative process designed to improve the learning environment and student achievement in an atmosphere of trust and respect. The SDM process allows stakeholders to draw upon their

expertise and to support increased student achievement. In HLPUSD, the SDM process will be implemented at the individual sites in conjunction with the School Site Council.

2. An important element of student success in our district is the use of a Shared Decision Making process. It recognizes the importance of stakeholder involvement in the success of public education. Shared Decision Making is based on trust and a belief in the strength of shared responsibility in decision making that positively impacts student achievement. It is also recognized that an additional benefit of the SDM process is increased stakeholder morale.
3. The cornerstones of our Shared Decision Making process are trust, respect and equity of voice. SDM inspires innovative ideas by bringing together the collective expertise and experience of the stakeholders. It is our belief that problems are an opportunity for change and that the Shared Decision Making process is the vehicle to assist, guide, and validate those who are responsible for making, implementing, and carrying out decisions. We believe timely, clear, honest, respectful communication promotes shared responsibility and accountability. Above all, students are the center of all decisions made!
4. Shared Decision Making Steering Committee:
  - a. The purpose of the SDM Steering Committee is to monitor and support the implementation of the SDM program. By having the SDM Steering Committee act in an oversight role, the representatives of the associations and district talk and hear the same message. Dialogue within this group is open, honest and ongoing.
  - b. The Steering Committee's role and responsibility in the decision-making process is to ensure that the process is systemic and implemented within defined guidelines at the sites. It is this official body that proposes recommendations, which include but are not limited to changes in policies, budget and programs.
  - c. The SDM Steering Committee is composed of representatives from:
    - Hacienda La Puente Unified School District central office
    - Hacienda La Puente Teachers Association (HLPTA)
    - California School Employees Association (CSEA)
    - Service Employees International Union (SEIU)
    - Hacienda La Puente Administrators Association (HLPAA)
    - Parents
    - Community members
  - d. Responsibilities of the Steering Committee:
    - Identify facilitators to assist with the SDM process
    - Provide training and ongoing support for the facilitators
    - Ensure training for the stakeholders on the SDM philosophy and district model (e.g., conflict resolution, team building,

decision making)

- Serve as liaisons to the sites
- Ensure the assessment survey is administered at each site
- Ensure the SDM process is evaluated and revised as necessary
- Define timeline for implementation and necessary activities
- Update all stakeholders on the process

5. Shared Decision Making Councils

- a. Parameters: Shared Decision Making Councils will need to ensure compliance with California state law for School Site Councils (SSC). A focus on student achievement must be evident in the decisions being made at the site and district level. The implementation of standards-based instruction and data-driven decision-making are components used within the student achievement parameter.
- b. A Shared Decision Making/School Site Council (SDM/SSC) shall be established at the schools. The SDM/SSC shall be a merged body of the existing SSC and the newly developed SDM, which will operate under the state guidelines for School Site Councils and locally developed shared decision-making procedures. The site principal must be a member of the SDM/SSC.
- c. Bylaws for SDM/SSC shall be written in conformance with the “Guidelines and Expectations” cited on pages 7-8 of the Shared Decision Making School/Site Council Handbook (October 14, 2005).
- d. Composition of the SDM/SSC shall be as established on page 9 of the Shared Decision Making/School Site Council Handbook (October 14, 2005).

6. The Shared Decision Making process shall follow the guidelines as presented on pages 11-14 in the Shared Decision Making/School Site Council Handbook (October 14, 2005).

C. The following scope areas must be addressed by schools trained in and implementing the Shared Decision Making process in conjunction with the School Site Council:

1. Develop, approve, implement, and monitor the school plan.
2. Approve allocation and expenditure of the school plan budget.
3. Ensure that staff development is aligned with the school plan.
4. Review school wide discipline/attendance plan, identify, and implement any necessary changes and improvements.

D. The following scope areas are optional:

1. Develop plan for expenditures when additional funds become available to the school site.
2. Develop schedules for activities within the school day.

## E. Interest Based Bargaining

### ARTICLE IX Work Year - Working Hours – Duties

- A. The instructional responsibilities of the teaching staff shall include the knowledge and utilization of current teaching and pupil evaluation techniques; the establishment of teaching goals and objectives based upon district goals and objectives; preparation that reflects appropriate instructional activities and the use of student evaluation techniques that are consistent with district goals and objectives and assist all students in meeting district grade level/subject standards and in demonstrating proficiency on state required examinations; the development and maintenance of positive discipline practices, and the knowledge of child growth and development as it relates to learning. The district will be responsible for providing information and/or instruction for the above-mentioned responsibilities. It is the professional responsibility of each teacher to continually stay current in knowledge, and practice regarding these instructional responsibilities.

Instructional responsibilities include parent ~~and student school~~ teacher conferences once during fall semester and once during spring semester, Back to School Night (if applicable), up to one night during spring semester for an Open House/Showcase/Community Evening; conferences with administrators and other staff regarding students; professional development; service on building and/or district committees; attendance at faculty meetings; Professional Learning Community (PLC) meetings; IEP meetings; attendance at graduation, ~~PTA~~, and/or parent meetings and activities when the employee has a responsibility at the activity. Bargaining Unit Members shall maintain student records (including but not limited to attendance, grades, IEPs, etc.) using the student information system/s as determined by the District.

~~Principals will consult with their staffs to insure that staff meetings be reasonable in length and frequency to allow adequate planning and preparation time. After school meetings shall be limited when possible to 1.5 hours, and shall not exceed five (5) hours per month.~~

Meetings outside the instructional day shall be limited, when possible, to 1.5 hours per meeting, and not exceed five (5) hours per month. Staff will be given ample notice, when possible, if any meeting may exceed 1.5 hours. Meetings outside the instructional day [not to exceed five (5) hours per month] may include Staff Meetings, Professional Development (PD), Professional Learning Communities (PLC), and Individual/Team Planning.

- B. Employees are also responsible for adjunct duty assignments. Adjunct duties are only supervision of student oriented social and/or recreational activities. At the high school level, this can also include chain crew, game clocks, ticket sales, etc. These activities include, but are not limited to athletic events, dances, drama and

music events, clubs and club activities.

Adjunct duty responsibilities should be scheduled as far in advance as possible so that employees may plan their instructional activities.

In making adjunct duty assignments, the supervisor should accept volunteers' offers prior to making assignments. Volunteers' time shall count along with assigned time in the balancing out of the sharing of the adjunct duty responsibilities among the staff. In requiring adjunct duties, the district will act in a reasonable manner.

Participation in adjunct duty activities, outside the working day, as required or directed by the immediate supervisor, shall not exceed fifteen (15) hours per year per employee.

### C. WORK DAY

#### 1. ELEMENTARY – Grades K-5 or K-6 at stand-alone K-6 sites, including Transitional Kindergarten

- a. Teachers at the elementary level are to be assigned according to the following teaching schedule, exclusive of planning time:

TK/Kinder/Primary: 283 minutes

Intermediate: 303 minutes

- b. All full-time elementary school teachers will be provided a preparation time during their workday. When the school day is on a regular schedule, this preparation time shall be 20 consecutive minutes a day.
- c. Employees assigned at the elementary level are to be at school fifteen (15) minutes prior to the commencement of the highest grades students' regular day and continue until the conclusion of the preparation period after the conclusion of the highest grades students' regular school day.

#### 2. MIDDLE SCHOOL – Grades 6-8 or 7-8

- a. An academic schedule incorporating a five (5) period teaching day for middle school teachers (6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup>) will be jointly developed by the school's certificated staff and administration to be implemented by September 2001. This schedule will be reviewed annually, is subject to contract and state guidelines, and is to be monitored by the association and administration.
- b. Unless stipulated differently by an individual's contract, teachers at the middle school level shall not teach more than the equivalent of five (5) fifty-six minute periods per day or twenty-five (25) fifty-six minute periods per week, exclusive of the preparation period. All full-time middle school teachers will be provided a preparation time during their workday. When the school day is on a regular schedule, this preparation time shall be the equivalent of 56 consecutive minutes a day. This planning period is to be used for activities directly related to a teacher's

teaching assignment. Any other school-related use of this time is to be voluntary. Schools will provide suitable workspace for those teachers who are unable to plan in their assigned classroom(s). An individual's contract may allow teaching a sixth period assignment on a voluntary basis at the special sixth period assignment rate.

- c. The number of students that a middle school teacher may be assigned as the teacher of record in academic classes shall not exceed 170 for any semester, or 250 in P.E., unless the teacher has agreed in writing with the principal to accept responsibility for the number in excess of 170 or 250 respectively.
- d. Employees assigned to Middle School are to be at school fifteen (15) minutes prior to the commencement of the first period class at the school and continuing until the conclusion of their last period class or after the employee's preparation period, whichever is later.

### 3. HIGH SCHOOL – Grades 9-12

- a. Unless stipulated differently by an individual's contract, teachers at the high school level shall not teach more than five (5) fifty-six minute periods per day, exclusive of the preparation period. An individual's contract may allow teaching a sixth period in the regular block. All full time senior high school teachers will be provided a preparation time during their workday. When the school day is on a regular schedule, this preparation time shall be 56 consecutive minutes a day for the high school.
- b. Employees assigned to High School are to be at school fifteen (15) minutes prior to the commencement of the first period class at the school and continuing until the conclusion of their last period class or after the employee's preparation period, whichever is later.

### 4. MODIFICATIONS TO THE WORK DAY

- ~~a. Employees assigned at the elementary level (C.1) are to be at school fifteen (15) minutes prior to the commencement of the highest grades students' regular day and continue until the conclusion of the preparation period after the conclusion of the highest grades students' regular school day.~~
- ~~b. Employees assigned to Middle School (C.2) or High School (C.3) are to be at school fifteen (15) minutes prior to the commencement of the first period class at the school and continuing until the conclusion of their last period class or after the employee's preparation period, whichever is later.~~
- a. Modifications to the teaching or workday that alter the teacher work week as measured in minutes shall require a Memorandum of Understanding (MOU) to be executed between the District and the Association. Proposed schedules shall be presented to the Association for review/consultation prior to the vote of the faculty. The modified schedule shall:

1. have the approval of the ~~modification by the principal~~ **and the District.**
2. have the approval of ~~the modification by the majority~~ **≥70% of** the certificated staff affected.

~~All such modified schedules and MOUs will be forwarded 30 days prior to the end of the previous school year to the Teachers Association by the Assistant Superintendent, Human Resources.~~

- d. **b.** Teaching day or work day modifications - Any decision to modify the teaching day or work day that does not alter the teacher work week as measured in minutes shall:
  1. have the approval of the ~~modification by the principal~~ **and the District.**
  2. have the approval of ~~the modification by the majority of~~ **>50% of** the certificated staff affected.

~~e. Accumulated time at the elementary and middle school level will be used as follows:~~

- ~~1. one day a month for grade or subject level planning~~
- ~~2. one day a month for professional development or grade level planning~~
- ~~3. two days a month for individual planning, or three days a month when a fifth early release day occurs during any month~~

~~In months where three (3) or fewer early release days occur, at least one day shall be used for individual planning. The schedule, and any such modifications, shall be reviewed and voted on no less than annually. The vote will be by written ballot and conducted by each site representative and one other association member. Prior to conducting a vote, the District and the Association will review the ballot. The site representative will provide a copy of the voting results to the principal and the Association president.~~

All such modified schedules will be forwarded 30 days prior to the end of the previous school year to the Teachers Association and the Assistant Superintendent, Human Resources.

- C. The state required number of instructional minutes per year must be maintained at each school site. Minutes must be maintained in the school day to cover any minimum days, which may result in a reduction of the required minutes.
- D. Five minimum days will be scheduled in the fall and five days in the spring for elementary and middle school parent conferences when there is no release day for this purpose. Any exception to this schedule will be with the acceptance of the majority of the affected teaching staff.

One minimum day in the first trimester and one minimum day in the second

trimester will be provided for the purpose of completing elementary report cards. The state required number of instructional minutes per day and per year (1<sup>st</sup>-3<sup>rd</sup> = 50,940 minutes, 4<sup>th</sup>-5<sup>th</sup> = 54,540 minutes) must be maintained at each school site. Minutes may need to be added to the regular school day to cover any minimum days, which may result in a reduction of the required minutes.

- E. If excess enrollment in middle/high school courses requires the formation of additional sections as determined by the site supervisor and the Assistant Superintendent, Human Resources, bargaining unit members may be offered the option of teaching an additional period.
- F. Other certificated teaching or service employees will have their schedule determined by the building administrator or immediate supervisor in accordance with their specific responsibilities and contract obligations.
- G. All full-time employees, working at the same location and grade level, will be treated equitably with respect to preparation time and duty-free lunchtime. Elementary, middle school, and middle high school teachers will not be required to supervise students (yard duty, bus duty, parking lot duty, etc.) before school, after school or during recess and/or nutrition break, except when there is a school wide situation which may affect the safety of students and staff, or when a regular noon-aide is occasionally absent and the school is unable to obtain a substitute. When necessary, duty assignments shall be determined by the principal and distributed in an equitable manner. A consecutive thirty-minute duty-free lunch, exclusive of passing periods, shall be provided for each employee.
- H. Whenever an employee is used as a substitute for another employee during the former's preparation period, it shall be either voluntary, as related to adjunct duties, or on a paid basis.
- I. All employees will sign a weekly payroll attendance form verifying their attendance.
- J. The workday for the positions of Psychologist, Language Speech Specialists and District Program Specialist is 8:00 a.m. to 4:00 p.m., with one-half hour duty-free lunch.
- K. The length of the work year shall be determined by the board in accordance with the employee's individual contract.

Unless stipulated differently by an individual's contract, the work year for employees in the unit is as follows:

Classification	2014-2015 Workdays	2015-2016 Workdays	2016-2017 Workdays	* Workdays as of 7/1/2017
Teachers	184	188	187	185
Counselors	189	193	192	190
TOSAs	184	188	187	185



Nurses	184	188	187	185
DPS	191	195	194	192
Psychologist	191	195	194	192
Speech Language Specialist	191	195	194	192
*Effective July 1, 2017, one (1) Professional Growth Day shall be added to the work year, with the exception of the 2022—2023 school year.				

- L. The district shall assign non-teaching bargaining unit members in a manner that is consistent with past practice.

In the event that a bargaining unit member assigned as a Teacher on Special Assignment (TOSA) or District Program Specialist (DPS) does not continue in the position, he/she shall be returned to the position held at the time he/she attains permanency in the District.

- M. Any contract of an individual employee in effect on or after the date of this agreement shall be subject to and consistent with the terms and conditions of this agreement.
- N. Employees shall provide to their site administrator and the district Human Resources Office their current mailing address and notify the district Human Resources Office within ten (10) days of a change of address.
- O. Employees assigned to two or more different sites shall be assigned by Human Resources a designated site for the purposes of professional responsibilities and adjunct duties. In consultation with the designated site administrator, an instructional schedule will be developed. Employees assigned to two or more different sites shall receive a jointly prepared evaluation signed by the designated site administrator. Adequate and appropriate travel and preparation time will be provided along with a duty free lunch.
- P. **Employees incurring costs while performing duties for the District shall be reimbursed in a reasonable time frame, assuming properly completed forms and documentation have been submitted.**

### **ARTICLE XVIII**

#### **Leaves of Absence**

The district will comply with state and federal laws and regulations regarding leaves of absence, including but not limited to education codes, labor codes, the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA). FMLA and CFRA shall be coordinated with other leaves available under this agreement as permitted by law. The 12-month period used to track the FMLA and CFRA entitlement will be based on a “rolling” 12-month period measured backward from the date the employee uses any FMLA or CFRA as described in this Section. Leave

granted under this section shall run concurrently with all other accrued paid leaves.

#### 10. FAMILY MEDICAL LEAVE ACT (FMLA)

The district will comply with state and federal laws and regulations regarding medical leave, including but not limited to the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA). FMLA and CFRA shall be coordinated with other leaves available under this agreement as permitted by law. The 12-month period used to track the (FMLA) and (CFRA) entitlement will be based on a “rolling” 12-month period measured backward from the date the employee uses any FMLA or CFRA as described in this Section. Leave granted under this Section shall run concurrently with all other accrued paid leaves.

- a. Definition – Family Medical Leave Act (FMLA) is granted to an eligible employee for the following reasons:
- i. For the birth and care of a newborn child of the employee;
  - ii. For placement with the employee of a son or daughter for adoption or foster care;
  - iii. To care for a spouse, son, daughter, or parent with a serious health condition;
  - iv. To take medical leave when the employee is unable to work because of a serious health condition; or
  - v. For qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

In addition, the district will grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of 26 work weeks of unpaid leave during a “single 12-month period” to care for the service member.

- b. Employee Eligibility – To qualify for Family Medical Leave Act (FMLA) an employee must have at least 12 months of service with the district.
- c. Length of Leave – Leave may be granted up to 12 workweeks during any 12-month period to eligible employees.

Leave related to the serious health condition of the employee or his/her child; parent or spouse may be taken intermittently or on a reduced leave schedule when medically necessary.

~~Spouses, that both work for HLPUSD are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 work-weeks (or 26 work-weeks if leave to care for a covered service member with a serious injury or illness is~~

~~also used~~): Leave for birth and care, or placement for adoption or foster care, must conclude within 12 months of the birth or placement.

- d. Compensation – Family Medical Leave Act (FMLA) is an unpaid leave of absence. Employees paid sick leave will run concurrently with FMLA. Employees may substitute paid sick leave for the unpaid Family Care and Medical Leave. However, paid leave may be substituted only to the extent that the employee would otherwise be eligible to take the leave.
- e. Effect on Benefits – The district shall continue to provide an eligible employee on Family Care and Medical Leave, the group health plan coverage that was in place before he/she took the leave, if the employee was benefit-eligible. If the employee fails to return to district employment after the expiration of the leave, for any reason other than the continuation, recurrence or onset of a serious health condition, or other circumstances beyond his/her control, he/she shall reimburse the district for premiums paid during the Family Care and Medical Leave.

During the period when an employee is on Family Care and Medical Leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity and/or seniority.

- f. Request Procedure – An employee shall request Family Medical Leave Act (FMLA) in writing on the district application for FMLA. The district application is available in Human Resources. Request for FMLA must be submitted at least 30 days before the commencement date of the leave. If the leave becomes necessary less than 30 days before its commencement, the employee shall provide such notice as soon as practicable.

In every case in which the necessity for the leave is foreseeable based on planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of district operations.

A request by an employee for FMLA or his/her serious health condition, or to care for a child, parent or spouse with a serious health condition, shall be supported by certification from the health care provider. The certification shall include the following information:

- i. The date on which the serious health condition began.
- ii. The probable duration of the condition.
- iii. A statement that due to the serious health condition, the employee is unable to work at all or unable to perform any one or more of the essential functions of his/her assignment.

If the employee is requesting leave to care for a child, parent or spouse with a serious health condition, the health care provider's certification is needed for the following:

- i. Estimated amount of time the health care provider believes the employee needs to care for the child, parent or spouse;

- ii. Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent or spouse.

If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave.

- g. Return to District Service – Employees who take Family Medical Leave Act (FMLA) for their own serious health conditions shall present certification from their health care provider to the effect that they are able to resume work.

Employees returning from FMLA will be reinstated in the same or a comparable position. The district may refuse to reinstate an employee returning from leave to the same or comparable position under the following circumstances:

- i. The employee is hired for a specific project or term and the project or term is over,
- ii. The employee's position is eliminated while the employee is on leave and the employer would have laid off the employee if he/she was still working, or
- iii. The employee cannot perform the essential functions of his/her position because of a physical or mental condition.

## ARTICLE XXIV Salary Compensation

If per-pupil funding amounts are increased and funded for the 2024-2025 (fiscal year) at 1.75% or higher Statuary COLA either party may reopen negotiations discussions on total compensation only.

Effective July 1, 2022 2023, ~~a four percent (4.0%)~~ **an eight percent (8%)** salary increase shall be applied to the following schedules:

- ~~PK~~ UPK-12 Teachers
- Psychologist/LSS Speech and Language Pathologists
- District Program Specialist
- Adult School Teachers
- Adult Education Hourly Rate
- Child Development Teachers
- Career Technical Education

Early Childhood Education: Effective July 1, 2017 the Early Childhood Education Salary Schedule shall include a Step Six (6). For the 2017-2018 school year, all teachers on steps one through five shall be advanced one additional step. These changes shall occur prior to the application of the annual salary increase. Employees will continue to move one-step annually.

Employees will be paid according to the salary schedules attached as Appendix A.

An additional stipend of \$1000.00 is paid for a Doctorate of Education or a Doctorate of Philosophy degree.

Effective July 1, 2015, an annual stipend of \$1000.00 shall be paid for National Board Certification. When the National Board Certified teacher serves in a high need school, as determined by the District, the teacher shall receive an additional \$1000.00 for a total stipend of \$2000.00.

Eight (8) years of experience credit on K-12 schedule effective 2000-2001; nine years, 2001-02; ten years, 2002-03; and eleven years, 2003-04. Employees will be paid according to the attached salary schedules.

Effective the 2006-07 school year placement on Column III will require a Bachelor's Degree plus 30 semester units; or upon verified completion of a CCTC Induction Program, a Bachelor's Degree and a Preliminary or Professional Clear Credential.

Educational Credit: Effective 2012-2013: Employees planning to make a salary classification change must turn in official transcripts to warrant this change to the Human Resources Office no later than the 10<sup>th</sup> of the month. Column changes shall become effective on the first of the month following receipt of the transcripts and shall be reflected in the next payroll warrant issued subsequent to the effective date. Transcripts submitted after the 10<sup>th</sup> of the month will not apply to the following month's classification change.

**ARTICLE XXV**  
**Health/Dental/Vision Insurance Benefits**

If per-pupil funding amounts are increased and funded for the 2024-2025 (fiscal year) at 1.75% or higher Statuary COLA either party may reopen negotiations discussions on total compensation only.

Health, dental, and vision insurance coverage is available through the District. The District shall make contributions, as approved each year, on behalf of an employee whose assignment is fifteen (15) or more hours per week on a regular continuous basis and enrolled in the health/dental/vision insurance program. The employee may enroll for coverage during his/her first month of employment or during the first month he/she qualifies for coverage. Upon resignation from the District, an employee's health/dental/vision insurance will terminate at the end of the month during which the employee's resignation was effective, unless the resignation is in lieu of Education Code 44929.21 or when the employee worked the entire school year, and chooses to resign effective the end of the school year, the employee shall maintain health benefits for two (2) additional months. Open enrollment shall be during the last two (2) months of each enrollment year.

The District shall notify all employees, prior to the open enrollment period, of all changes in the health/dental/vision insurance coverage and costs offered by the District.

Employees on an unpaid leave of absence of more than one (1) pay period may continue to participate in the District health and dental programs, subject to the carrier's rules and regulations, by remitting in advance the total remaining cost of such benefit program for the period of the unpaid leave.

When an employee retires after fifteen (15) or more years of service in the District at age 55 or over, the District shall pay fifty percent (50%) health insurance coverage for retiree and dependents up to age sixty-five (65). Employees retiring prior to July 1, 1996, shall have ten (10) or more years of service in the District in order to qualify for the fifty percent (50%) health insurance coverage for retiree and dependents up to age sixty-five (65). The age referred to herein applies to the age of the retiree. Any employee who retires after June 30, 2006, under the provisions of this article, may not also participate in the health insurance coverage for retirees and dependents delineated in Article XXIII—Early Retirement.

Health benefits for survivors of a bargaining unit member who had been with the District for a minimum of five (5) years and who had health benefits shall be provided by the District at the rate of one (1) month for each three (3) years of service, limited to a maximum of six (6) months.

Effective January 1, 2005, the District will offer the option for employees to enroll dependents in Delta Dental (including orthodontia for children only) with the premium costs paid by the employee.

The president of the Hacienda La Puente Teachers Association will appoint members to serve on the District Insurance Committee. The number of voting representatives on the committee from each employee group will be in proportion to the percentage of that employee group's benefit eligible members. Release-time will be provided for committee meetings. The District Insurance Committee shall:

- Review utilization data
- Monitor the benefits plans and their cost
- Be responsible for the communication and dissemination of health benefit information to district benefit-eligible employees
- Recommend to the Board of Education the health, dental and vision plans for all benefit-eligible employees.

Effective July 1, ~~2014~~ **2023**, the district's contribution toward health/dental/vision benefits offered by the district for eligible employees shall be increased by ~~\$900~~ **\$1,000** bringing the district's annual contribution to a total of ~~\$11,900~~ **\$12,900**.

If during any year the cost of the HLPTA health/dental/vision coverage is less than the total district and employee/retiree contributions, the excess amount will remain in the insurance fund to absorb future health plan costs and/or reduce future employee/retiree contributions. If during any year the cost of HLPTA health/dental/vision coverage exceeds the total of the District's contribution and the balance in the insurance fund account, the amount of any shortfall will be paid by the employee/retiree. *(The parties agree that at the time of the ratification of this Contract, this language is not in practice, but the language remains until successor language can be negotiated.)*

After the first two years of joining Riverside Employer/Employee Partnership for Benefits (REEP), the District and HLPTA will negotiate how any future equity surplus or deficit funds generated by the HLPTA bargaining unit shall be used.

~~*The district and HLPTA have agreed through a separate Memorandum of Understanding to explore the impact of the Affordable Care Act Excise Tax ("Cadillac Tax") and a two-tiered rate structure and to begin to capture unexpended health and welfare funds in 2016-2017.*~~

Hacienda La Puente Unified School District

Non-Contract Schedule

Unit members will receive payment at the completion of the assignment.

The District and Association have a shared commitment to increasing coaching stipends to be competitive with surrounding districts.

	<u>PER YEAR</u>
Middle School League Chairpersons	\$726
Middle School Tournament Chairpersons	\$212
Coaching Assignments*	
Athletic Trainer	<del>\$2,538</del> \$2,855.25
Badminton	<del>\$2,660</del> \$2,992.50
<del>JV</del> Badminton Assistant	<del>\$2,116</del> \$2,380.50
<del>Varsity</del> Baseball	<del>\$3,446</del> \$4,049.05
Baseball Assistant	<del>\$2,538</del> \$2,855.25
<del>Varsity</del> Basketball	<del>\$3,627</del> \$4,261.73
Basketball Assistant	<del>\$2,538</del> \$2,855.25
Cross Country	<del>\$2,660</del> \$2,992.50
Dance	<del>\$1,149</del> \$1,292.63
Drill Team	<del>\$2,904</del> \$3,263.63
Drill Team Assistant	<del>\$2,116</del> \$2,380.50
Elementary School League Sports	\$1,225.13
<del>Varsity Football</del> Football	<del>\$3,990</del> \$4,688.25
Football Assistant (in charge of a team)	<del>\$2,904</del> \$3,263.63
Football Assistant	<del>\$2,538</del> \$2,855.25
Golf	<del>\$2,660</del> \$2,992.50
Golf Assistant	<del>\$2,116</del> \$2,380.50
Middle School League Sports	<del>\$1,571</del> \$1,767.38
Middle School Tournament Sports	<del>\$ 605</del> \$ 680.63
Pep	<del>\$2,660</del> \$2,992.50
Assistant Pep Assistant	<del>\$1,934</del> \$2,175.75
Soccer	<del>\$2,660</del> \$3,125.50
Soccer Assistant	<del>\$2,116</del> \$2,380.50
Softball	<del>\$3,446</del> \$4,049.05
Softball Assistant	<del>\$2,538</del> \$2,855.25
Swimming	<del>\$3,446</del> \$3,876.75
Swimming Assistant	<del>\$2,538</del> \$2,855.25
Tennis	<del>\$2,660</del> \$2,992.50
Tennis Assistant	<del>\$2,116</del> \$2,380.50
Track	<del>\$3,446</del> \$3,876.75
Track Assistant	<del>\$2,538</del> \$2,855.25



Volleyball	<del>\$2,660</del>	\$2,992.50
Volleyball Assistant	<del>\$2,116</del>	\$2,380.50
Water Polo	<del>\$3,446</del>	\$3,876.75
Water Polo Assistant	<del>\$2,538</del>	\$2,855.25
Wrestling	<del>\$3,446</del>	\$3,876.75
Wrestling Assistant	<del>\$2,538</del>	\$2,855.25

\*High School coaches who give up their prep period will be paid \$225 additional per sport.

CIF Playoffs – 5% of coaching salary for each week, or portion thereof, team is in playoff (including attached units for football playoffs) and 3% for individual sports.

Other Assignments

Academic Decathlon Coach	\$2,660
Academic Decathlon Assistant Coach	\$2,116
Academic Coach	\$1,814
Director – Drama/High School	\$2,538
Director – Staging/High School	\$2,538
School Paper – High School	\$2,538
Year Book – High School	\$2,538
Middle School	\$1,571
Elementary	\$1,089
Technology Resource Teacher	\$2,538

*Side Letter*

*Hacienda La Puente Unified School District*

*And*

*Hacienda La Puente Teachers Association*

**6 –12 Itinerant Visual And Performing Arts Program Teachers**

**April 11, 2024**

WHEREAS, the Hacienda La Puente Unified School District, hereafter referred to as “District”, and the Hacienda La Puente Teachers Association, hereafter referred to as “HLPTA”, enter into this Side Letter of the 6-12 Itinerant Visual and Performing Arts, hereafter referred to as “VAPA” program.

6 –12 Itinerant VAPA program teacher’s workday will align with Article IX C.4.b. of the collective bargaining agreement.

6 –12 Itinerant VAPA program teachers who travel between school sites within the same day will be provided with adequate and appropriate travel and preparation time as outlined in the collective bargaining agreement Article IX P. along with a duty-free lunch.

6 –12 Itinerant VAPA program teachers shall be assigned by Human Resources to a designated District administrator for purposes of professional responsibilities, such as but not limited to extra duty events, faculty/department meetings, professional development, Professional Learning Community, State and District Testing support. In consultation with the site administrators, the district administrator will develop an instructional schedule for the teacher.

6 –12 Itinerant VAPA program teachers will be required to attend or lead no more than four (4) extra duty events outside of the workday per school year. In lieu of adjunct duties noted in Article IX B. and Article IX P., itinerant VAPA teachers will be required to attend or lead up to fifteen (15) hours of extra duty events outside of the workday per school year. Additional extra duty events will be voluntary and compensated at the Additional Assignments rate, in Appendix A.

Human Resources will designate an evaluator to 6 –12 Itinerant VAPA program teachers. The designated evaluator will seek input from the site administrators the teacher is assigned to and sign the evaluation.

The elements of the Side Letter regarding the 6 –12 Itinerant VAPA program teachers are enforceable through the Collective Bargaining Agreement.

The parties agree that this agreement shall not, and cannot, be evidence of any practice or procedure of the District. This specific Side Letter shall be non-precedential, non-prejudicial, and is inadmissible and

irrelevant in any forum as evidence of practice or procedure of the District. This Side Letter will sunset on June 30, 2025 or if the parties agree to extend or revise.

In WITNESS OF, the Hacienda La Puente Unified School District and the Hacienda La Puente Teachers Association have executed said Side Letter on the 11th day of the month of April 2024.

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Danielle Tucker

HLPTA Bargaining Chair

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John Lovato

District Chief Negotiator

*Side Letter*

*Hacienda La Puente Unified School District*

*And*

*Hacienda La Puente Teachers Association*

**TK-5 Elementary Visual And Performing Arts Program**

**March 28, 2024**

WHEREAS, the Hacienda La Puente Unified School District, hereafter referred to as “HLPUSD”, and the Hacienda La Puente Teachers Association, hereafter referred to as “HLPTA”, enter into this Side Letter of the TK-5 Elementary Visual And Performing Arts program, hereafter referred to as “VAPA” program.

In response to the district implementing the TK-5 Elementary VAPA program for the 2024-2025 school year, based on Proposition 28 funding, the following parameters shall be used for release time connected with this program: members who are elementary teachers of record (general education/special education) will get 40 minutes a week of release time, commencing on the second full week of instructional time. Based on site needs this may be disrupted by State and District Testing. Release time will be used by members to meet individual professional needs. No mandated meetings/PLCs will be required during this time. Should the TK-5 Elementary VAPA team not be fully staffed, and/or meet required ratios as set forth by Education Code 48000 and 42238(D)(ii) the release time will be equally distributed throughout all district elementary schools until the TK-5 Elementary VAPA positions are fully staffed.

TK-5 Elementary VAPA teacher’s workday will align with Article IX C.4.a. of the collective bargaining agreement.

TK-5 Elementary VAPA teachers who travel between school sites within the same day will be provided with adequate and appropriate travel and preparation time along with a duty-free lunch.

TK-5 Elementary VAPA teachers shall be assigned by Human Resources to a designated district administrator for purposes of professional responsibilities, such as but not limited to extra duty events, faculty/department meetings, professional development, Professional Learning Community, and State and District Testing support. In consultation with the site administrators, the district administrator will develop an instructional schedule for the teacher.

TK-5 Elementary VAPA teachers will be required to attend no more than four (4) extra duty events outside of the workday per school year. Additional extra duty events will be voluntary and compensated at the Additional Assignments rate, in Appendix A.

Human Resources will designate an evaluator to TK-5 Elementary VAPA teachers. The designated evaluator will seek input from the site administrators the teacher is assigned to, and will sign the evaluation.

The elements of the Side Letter regarding the TK-5 Elementary VAPA program is enforceable through the Collective Bargaining Agreement.

The parties agree that this agreement shall not, and cannot, be evidence of any practice or procedure of the District. This specific Side Letter shall be non-precedential, non-prejudicial, and is inadmissible and irrelevant in any forum as to evidence of practice or procedure of the District. This Side Letter will sunset on June 30, 2025 or if the parties agree to extend or revise.

In WITNESS OF, the Hacienda La Puente Unified School District and the Hacienda La Puente Teachers Association have executed said Side Letter on the 28<sup>th</sup> day of the month of March 2024.

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Danielle Tucker

HLPTABargaining Chair

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John Lovato

District Chief Negotiator