



# ADDITIONAL CONTRACT HIGHLIGHTS

## Both contracts

- **Definitions:** Definitions of common contract and salary terms such as “COLA” and “PIP” are now listed Article 1 of each agreement
- **Updated wording:** There are many wording changes that do not change any contractual rights but are updated for accuracy and/or clarity. Examples include instances of “The Board” replaced with “HCPSS; “days” or “workdays” is often clarified as “duty days”; words like “school” and “principal” are replaced where appropriate with “building” and “supervisor” to make the language applicable to all employees.
- **Grievance and Arbitration procedures:** Changes were made to achieve parity between the ESP and Certificated contracts, and to give the parties greater flexibility, clarity, and efficiency in processing grievances. For example, Steps 1 and 2 of the grievance process may be combined to expedite a grievance if both parties agree.
- **Interview rejections:** Employees not selected will, upon request, receive feedback regarding their performance in the interview and possible areas for improvement.
- **Family Medical Leave after a workplace injury:** HCPSS shall approve leave without pay for a medical condition that would otherwise have qualified for FML when the employee has exhausted their FML and paid leave options due to a workplace injury.
- **Employee Discipline:** Disciplinary letters and any supporting documentation will not be considered for purposes of progressive discipline if there has been no formal discipline for at least five (5) years from the date of the current incident under consideration by HCPSS.
- **Training on student behavior:** Language that strengthens staff rights to resources and training.
- **Union Leave:** Union leave for ESP and Certificated employees are now combined in one larger pool of leave, for parity and to allow greater flexibility for union work.
- **Family Crisis Leave Exchange:** Expansion of language around donations from HCPSS employees to include immediate family members in addition to spouses (non-relative HCPSS employees must retain at least 15 of their accrued leave days, whereas immediate family members who work for HCPSS can retain fewer days, allowing them to donate more leave days to the family member in need of days).

## ESP

- **Association Rights:** stronger language that requires HCPSS to provide HCEA written notification of any change to an ESP position description within 30 days (mirrors what was already in Certificated contract)
- **Placement on Salary Scale:** Inclusion of old MOU language that provides expansion of credit for prior work experience and new language to ensure there is consistency around service credit for new hires, rehires, and ESP moving to new positions.
- **Extended Illness Leave:** clarifying language to guarantee up to one duty year of unpaid leave, on top of other unpaid leave (such as general leave)
- **Telework:** adjusts language so non-school-based ESP can request written rationale for telework denial

## Certificated

- **Transfers:** Previous MOU language for transfers is now part of the contract.
- **Hard-to-fill positions:** HCPSS will have some limited ability to place some new hires earlier than normal, if it is for a position for which there may be a staffing shortage.
- **Split positions:** Duty Day start and end times for split positions must be set by HCPSS and communicated prior to the first duty day.
- **Midyear reassignment:** Secondary teachers reassigned after the start of the student year will receive one half (1/2) duty day to prepare. (Primary teachers already have 2 days.)

- **Student Discipline Policy:** Schools are required to review and get staff feedback for possible changes at least every other year
- **Early notice of retirement:** Option between a flat dollar amount bonus and a percentage of accrued sick leave bonus.
- **Telework:** ½ telework during preservice week