

WM. S. HART UHSD

2017 – 2018

INITIAL PROPOSALS

**William S. Hart Union High School District
Sunshine Proposal for Successor Negotiations with the
Hart District Teachers Association**

January 17, 2018

District Sunshine Proposals

Consistent with the relevant provisions of the Educational Employment Relations Act (Government Code section 3540 *et seq.*), including Section 3547 of the Government Code, the William S. Hart Unified School District ("District") sunshines the following initial proposals for successor negotiations with the Hart District Teachers Association, CTA/NEA ("HDTA"):

Article 3 – Definitions

Article 7 – Unit Member Workday

Article 8 - Teaching Hours

Article 9 - Supervision and Extra-Curricular Duties

Article 9 - Article 9, Supervision and Extra-Curricular Duties/Appendix C

Article 13 - Leaves

Article 14 – Transfers

Article 19 – Salaries

Article 21 – Unit Member Benefits

Article 25 – Special Education

Article 26 - Teacher Induction Program

Article 28 – Long-Term Substitutes

Article 30 - Temporary Unit Members

ARTICLE III - DEFINITIONS

- 3.1 "Governing Board" refers to the Governing Board of the Wm. S. Hart Union High School District.
- 3.2 "Daily Rate of Pay" for the current school year shall be computed as follows:
- 3.2.1 Unit members new to the District:
- Annual Contract Salary of unit member divided by one hundred and eighty-six (186) days.
- 3.2.2 Unit members (other than those just above):
- Annual Contract Salary of unit member divided by number of contractual days.
- 3.3 "Day" or "workday" means any day in which the affected unit member would normally be expected to be working for the District based upon the school calendar(s) adopted by the Governing Board.
- 3.4 "Unit Member" refers to any employee who is included in the bargaining unit as defined in Article II.
- 3.5 "Long-Term Substitutes" mean substitute employees who have provided substitute services to the District for, at least, twenty-one (21) consecutive work days.**

ARTICLE VII - UNIT MEMBER WORKDAY

- 7.1 The District recognizes that the varying nature of a unit member's day-to-day professional responsibilities does not lend itself solely to an instructional day of rigidly established length. Except as specified in Section 7.11, the unit member's workday shall be defined as a "Professional Day."
- 7.1.1 The unit member workday shall be defined as a "Professional Day." Unit members shall arrive at the assigned site prepared to perform their duties and may leave when their professional duties are satisfactorily completed.
- 7.2 The Association and the District share the belief that educators have professional responsibilities to foster and contribute to improved curricular programs. Duties assigned by the principal or designee shall not result in a lengthening of the unit member's workday except for the following:

faculty meetings, departmental meetings, district curriculum meetings, department/area chairpersons meetings as assigned the individual unit member, occasional parent conferences and the following occasional adjunct responsibilities assigned the individual unit member: parent advisory council meetings, school curriculum meetings, special education meetings, accreditation meetings and meetings of other groups for school and District operation and improvement.

- 7.2.1 If a unit member is requested by the site administrator to attend a parent conference involving parents of more than one student, there shall be a site administrator (principal or assistant principal) in attendance at this conference, if the unit member so requests.
- 7.2.2 After ten (10) IEP meetings attended outside of the professional day, a unit member shall receive the hourly rate for each hour of IEP attendance that falls outside of the member's professional day.
- 7.3 Faculty meetings, departmental meetings, District curriculum meetings and department/area chairpersons meetings shall normally not be called more than once each month. Exceptions shall occur only in cases of necessity.
- 7.3.1 Generally all regularly scheduled faculty and department meetings are to last no longer than seventy-five (75) minutes.
- 7.4 The adjunct responsibilities listed above shall be identified and assigned as early in the school year as possible and be as equitably assigned as possible. The District shall actively seek volunteers among the unit members at the affected school.
- 7.5 The scheduling of duties shall be done in such ways as not to intentionally extend the unit member's workday, if other reasonable meeting times can be arranged.
- 7.6 The unit member workday shall begin at a time similar to past practice, within the limits of seven (7) and nine (9) a.m. Unit members may be assigned to full-time special or experimental programs that begin and end later in the day.
- 7.7 In addition to the limited discretion allowed in Section 7.1, the District shall have the right to release unit members from their duties without loss of pay for any portion of the unit member's workday at the sole discretion of the District.

- 7.8 ~~Counselors must be at the worksite a period of time equal to teachers at that site.~~ **The workday of counselors shall be eight (8) hours, exclusive of lunch as defined in 8.7.**
- 7.9 If a counselor is required to work on a regular basis outside the normal **eight (8) hour** workday in special or experimental programs, that counselor shall be granted equivalent release time.
- 7.10 Unit members assigned to full-time special or experimental positions shall normally work no longer than the maximum workday of other unit members assigned to the same job classification.
- 7.11 The workday of psychologists and school district nurses under the supervision of the **Director** ~~Administrator~~ of Special Education shall be ~~no longer than eight (8) hours,~~ **exclusive of** ~~including~~ lunch as defined in 8.7.
- 7.12 Curriculum Realignment
- 7.12.1 Curriculum realignment is defined as, and is limited to, District-level initiated and directed programs designed and intended to link, coordinate, change, and adjust existent and current curriculum and courses of study.
- 7.12.2 Curriculum realignment may include examination of, review of, and/or participation in District-selected existent courses of study; State and other documents and models; decisions on changes and adjustments of District courses; discussion, planning, and writing sessions to accomplish the realignment.
- 7.12.3 The District shall actively seek volunteers among unit members. Unit members selected by the District to participate in afternoon, evening, weekend, or vacation period curriculum realignment writing sessions shall be paid the current hourly rate. The method of payment shall be mutually agreed upon by the District and unit member(s) and shall be uniform within a group.
- 7.13 Each teaching unit member shall normally have no more than three (3) teaching preparations during the regular school day. Any additional assignments shall be final only after documented consultation with the affected unit member, the appropriate department chairperson, and the principal or administrator in charge of scheduling.
- 7.14 In the event that a unit member is required to teach in different locations on their assigned campus, the total number of locations shall be no more than three (3) in any one school year unless remedied by a single location in the second semester.

ARTICLE VIII - TEACHING HOURS

- 8.1 Teachers teaching full time at schools other than continuation high school shall teach not more than five (5) regularly assigned classes of students per quarter; such teachers shall have no more than twenty-five (25) teaching periods per week computed on a two (2) week basis. The length of such periods shall be in accordance with past practice, except that, following a proposal of the site principal and a majority vote of the teaching unit members, including the librarian, at a school, one (1) class period in each instructional day may be lengthened to a maximum of fifteen (15) minutes for a sustained reading time. Time for the reading period shall be taken from other time in the daily schedule.

Sustained reading time of a lengthened regular class period or of an added class period shall require no evaluation of students by the teacher.

The proposal of the site principal and the majority vote of the teaching unit members, including the librarian, shall take place at least two (2) weeks before the end of one (1) school year. The reading time or period, once begun at a school site, shall continue indefinitely unless the site principal shall discontinue it or unless a petition of the majority of the teaching unit members, including the librarian, shall call for a revote.

- 8.1.1 In the event that an overestimation of or a decline in enrollment results in staffing District-wide whereby one or more unit members may be released from regular assignment without exceeding the staffing ratios prescribed in Article XII, the District may transfer unit members to full-time substitute positions in lieu of being assigned as provided in Section 8.1. Such transfer shall not affect the annual salary or the temporary/probationary/tenured status of unit member(s) so transferred.
- 8.1.2 Whenever possible, the District shall limit such transfer to long-term, in the unit member's major/minor, and infrequent changes in worksite. Unit members so transferred shall be given preference in transfer rights at the earliest opportunity.
- 8.1.3 The District shall seek volunteers for transfer to full-time substitute positions. Should a District-initiated transfer become necessary under this section, criteria for transfer shall be least training for the present assignment, least experience for the present assignment, and least seniority with the District.

No District-initiated transfer under the provisions of this section shall affect a particular unit member for longer than one (1) full school year

without voluntary consent and will not affect a particular unit member in successive years.

- 8.2 Teachers at schools other than continuation high school shall have five (5) assigned periods per week on campus set aside primarily for preparation and planning. These periods may also be used for referral conferences and parent conferences. These periods shall normally be duty free with the following exceptions:
 - 8.2.1 Emergencies not related to class coverage
 - 8.2.2 Class coverage only in cases of extreme necessity -- an extreme necessity shall be defined as a need prompted by an unplanned, unscheduled, or unforeseen event or circumstance.
 - 8.2.3 Occasional meetings
- 8.3 Class coverage may be required in cases of emergencies or extreme necessity under the following conditions:
 - 8.3.1 Class coverage shall not be required duty where one-half (1/2) day or more of coverage is required for the individual unit member who is absent, except in cases where the District is unable to obtain a qualified substitute. The District shall keep a record of all such cases and provide, upon request by the Association, verification of such case to the Association.
 - 8.3.2 Class coverage shall be assigned in advance when possible, taking into consideration the need for the preparation period by individual unit members, and the special qualifications, if any, required for the particular class coverage involved.
 - 8.3.3 Class coverage shall be assigned as equitably as possible among unit members. An on-deck system by which a unit member is assigned coverage for a set time period (e.g., one week) shall not be considered equitable. No unit member shall be required to cover more than one (1) class per school week unless all other available unit members have covered a class that week.
 - 8.3.4 Records of class coverage shall be kept by the principal or designee and readily available for inspection by any affected unit member regularly assigned to that school site.
- 8.4 Teachers, counselors and Librarians shall be compensated for class coverage at the hourly rate of pay for no less than a minimum of one (1) hour for each class covered.

- 8.4.1 Class coverage bank hours
- 8.4.1.1 For class coverages, a unit member shall be offered a choice of compensation: one hour of professional pay or “bank” hours. For each six (6) hours “banked,” one (1) “comp” day up to four (4) per year, not to be carried over from year to year, shall be granted the unit member.
- 8.4.1.2 Unit members shall declare, one year at a time, whether to receive class coverage payment in professional pay or “banked” hours.
- 8.4.1.3 Unit members who are absent using a “banked” comp day shall take any combination of comp time up to a full comp day (that is, 6 hours) at a time. Prior clearance from a unit member’s immediate supervisor shall be obtained for any comp absences. The supervisors’ approval will not be unreasonably withheld. Unit members are responsible for securing a substitute prior to comp absences.
- 8.4.1.4 Unused “bank” hours left over at the end of a school year shall be converted to hourly professional pay and paid to the member on the next pay cycle.
- 8.5 Class coverage shall be assigned among unit members as equitably as practicable in an established selection procedure as follows:
- 8.5.1 First, Teachers when available
- Second, Counselors when available
- Third, Librarians when available.
- 8.5.2 The Alpha List (or other organizational structure) shall be reversed each semester to ensure that equal opportunities are afforded all staff.
- 8.6 A unit member shall not be required to cover more than one (1) class except in extreme emergencies. If such coverage is required, the unit member shall be compensated at the hourly rate of pay for no less than a minimum of one (1) hour for each period covered. A block period is defined as two periods and compensated as such.
- 8.7 Every unit member shall be entitled to one (1) duty-free, uninterrupted lunch period each day of at least forty (40) consecutive minutes, inclusive of passing periods. Every unit member shall be entitled to at least one (1) duty-free, uninterrupted relief period each day of at least twenty (20) minutes, inclusive of passing periods.

- 8.8 It is the mutual goal of the Association and the District to enable the District to qualify for, apply for, and receive all available incentive funds for the longer day (E.C. Section 46201-46204).
- 8.8.1 Regular class periods may be increased to a maximum of sixty (60) minutes at the senior high schools and a maximum of fifty-five (55) minutes at the junior high schools, except that one (1) class period in each instructional day may be lengthened by a maximum of fifteen (15) minutes for a sustained reading time in accordance with Section 8.1. Class periods for block schedules shall not exceed 120 minutes at the senior high schools or 110 minutes at the junior high schools.
- 8.8.2 Classroom enrollment maximums may be exceeded at a school site in case of natural disaster, utility failure, public disorder, semester final examinations at the senior high schools, District testing programs, pre-registration done in the classroom, or other special activities as approved by the principal.
- 8.8.3 Extended day
- 8.8.3.1 At each school site, a Unit member may be assigned a work schedule within six contiguous periods, although the school day may extend up to ten periods. For example, a unit member may be assigned a schedule (including a preparation period) during periods, 1-6,2-7,3-8,4-9,or 5-10.
- 8.8.3.2 Unit members who are assigned schedules that include periods 1,8,9, or 10 shall be selected from volunteers first. If schedule needs cannot be met with volunteers, a Unit member may be assigned to a schedule that includes 1,8,9,or 10. The selection of such assignments shall be determined by lottery from the existing pool of properly credentialed and qualified Unit members at the site, as determined by the principal and the department chair.
- 8.8.3.3 A Unit member may also request to work a split schedule, although the assignment shall not total more than the maximum five-period, plus preparation period, assignment.
- 8.8.4 Scheduling for new schools
- 8.8.4.1 New schools in their first year of operation may implement a block or alternative schedule without a site-based decision. To continue the block or alternative schedule at the school, a site-based vote must be conducted in the fourth quarter. The length of the working day at new schools will be consistent with the parameters in the Contract Agreement for other unit members, with the understanding that start and finish times may be varied to accommodate student needs.

8.9 Teaching Daily 6th Period

8.9.1 The Association and the District stipulate that full time permanent unit members may teach a daily 6th period class with the following exceptions:

8.9.1.1 Unit members currently participating in PAR, **Induction** BTSA or who have not achieved permanent status in the District may not teach a daily 6th period. **Probationary teacher can be assigned daily 6th period class if there are no permanent teachers willing or able to teach a daily 6th period.**

8.9.1.2 Unit members who receive a compensation period for other duties including, but not limited to, coaching, advising, planning, etc. may not teach a daily 6th period.

8.9.1.3 Unit members receiving a district stipend will have eligibility based on the following list:

Category A (Not eligible to accept a Daily 6th Period Assignment at any time)

- REACH Coordinator
- Safe Schools Ambassador Advisor
- Band Director
- Instrumental Music Director
- Choir Director
- Pep Advisor
- Drill Team Advisor
- Flag Team Advisor
- Yearbook Advisor
- Newspaper Advisor
- Drama Advisor
- Dance Production Advisor
- ASB Advisor
- Intervention Coordinator
- Professional Development Coach
- English Language Development Coordinator
- Athletic Director
- Any “Head Coaching” Position

Category B (Eligible to accept a Daily 6th period assignment during off-season)

- Any non-Head Coaching Position

Category C (Eligible to accept a Daily 6th period assignment).

- All other stipend positions not already in category A or B.

Any unit member who has 2 or more stipend positions in total from any of the three categories during any academic year is ineligible to accept a daily 6th period teaching assignment.

Note: a position that is paid on an hourly basis (i.e. Saturday School, Home Study, etc.) does not make the unit member ineligible to accept a daily 6th period teaching assignment.

The restrictions set forth in sections 8.9.1.2 and 8.9.1.3 will not apply if the District needs to create a Daily 6th period and no other eligible unit members are willing or able to teach a Daily 6th period.

- 8.9.1.4 Unit members who do not possess a valid credential for the designated additional teaching period may not teach a daily 6th period.
- 8.9.2 Site Restrictions for Daily 6th Period:
- 8.9.2.1 During any single semester no comprehensive high school may have more than **ten (10)** ~~six (6)~~ periods being taught by a unit member(s) as a daily 6th period.
- 8.9.2.2 During any single semester no junior high school may have more than **seven (7)** ~~four (4)~~ periods being taught by a unit member(s) as a daily 6th period.
- 8.9.2.3 During any single semester no alternative school may have more than **seven (7)** ~~four (4)~~ periods being taught by a unit member(s) as a daily 6th period.
- 8.9.3 District Responsibilities for Daily 6th Period
- 8.9.3.1 The District must notify the Association of all Daily 6th Period assignments in a timely manner. This may happen three times for each academic year. The first instance of notification must occur after the initial staffing period in the Spring for the following school year. The District must notify the Association by May 1 that there have been Daily 6th period assignments for the following school year. The second and third instances of notification must occur within 15 school days of the first day of classes of each semester. For the May 1st notification only, the assignments may be eliminated if summer scheduling determines that the assignments are no longer necessary.
- ~~8.9.3.2 If the District assigns any Daily 6th Period classes taught without proper notification to the Association, the District will be prohibited from~~

~~assigning any Daily 6th Period classes taught for the two semesters following the failure of notification at the respective school site. This remedy will not apply if due to an emergency and/or unforeseen circumstances the District assigns a Daily 6th period class without proper notification.~~

- 8.9.4 Teaching a Daily 6th Period is strictly voluntary for all unit members.
- 8.9.5 This program does not relieve the district from awarding compensation periods as described in 12.8.1.2.
- 8.9.6 Selection Criteria for Unit Members to Teach a Daily 6th Period:
 - 8.9.6.1 All positions must be posted through district HR.
 - 8.9.6.2 When multiple qualified candidates apply for the same position, the assignment will go to the most senior unit member at that particular site in the department in which the Daily 6th Period will be taught. Unit members may hold the position for two (2 consecutive) semesters and then other qualified unit members must be given the opportunity to teach that particular assignment. If there are still multiple qualified candidates, the next most senior unit member shall receive the assignment.
 - 8.9.6.3 When all qualified unit members have had the opportunity to teach a daily 6th period the unit member who has had the longest time since their most recent daily 6th period assignment shall receive the assignment.
 - 8.9.6.4 No unit member may teach a daily 6th period for more than four (4) consecutive semesters.
- 8.9.7 Compensation for Teaching a Daily 6th Period
 - 8.9.7.1 For each semester a Daily 6th Period class is taught by a unit member they will receive a factor of .083 of their current year's placement on the salary schedule.
 - 8.9.7.2 Payment for Daily 6th Period classes taught in the Fall semester must be paid in equal monthly installments from July through December. Payment for Daily 6th Period classes taught in the Spring semester must be paid in equal monthly installments from January through June. If the assignment is not received in time to receive 6 monthly installments, the compensation is to be equally divided between the remaining months of that semester.

ARTICLE IX - SUPERVISION AND EXTRA-CURRICULAR DUTIES

- 9.1 "Supervision duties" are duties related to the supervision of students and include but are not limited to bus duty, campus supervision, after school study supervision and required participation in student clubs and activities (other than those "Extra-Curricular Duties" listed in Appendix C).
- 9.2 "Extra-Curricular Duties" means those duties which are enumerated in Appendix C.
- 9.3 Extra-Curricular Duties shall be voluntary and at the rates specified in Appendix C.
- 9.3.1 All extra assignments that involve compensation shall be properly posted so that all qualified unit members have the opportunity to apply for said positions.
- 9.4 Unit members may be required to perform supervision duties under the following conditions:
 - 9.4.1 Each unit member may be required to perform not more than five (5) hours of supervision duties per school year beyond the workday.
 - 9.4.2 At each school site, supervision duties beyond the workday will be as equitably assigned as possible and records shall be kept which shall be available to affected unit members.
 - 9.4.3 Unit members shall be given a choice or choices of assignments when practicable and a minimum of one (1) weeks' notice whenever possible.
 - 9.4.4 Supervision of activities such as dances and other activities shall normally end shortly after the conclusion of the event.
 - 9.4.5 Campus, sidewalk, bus and after-school study supervision may be required within the unit member's workday, except for the duty-free lunch and relief periods, providing that such supervision by teachers shall be credited towards the five (5) hour limitation in Section 9.4.1 above for those teachers.
 - 9.4.6 Supervision duties shall not be required on non-school days except high school graduations and junior high promotions which may occur on a day immediately subsequent to a school or in-service day.

- 9.4.7 A principal may credit towards the five (5) hour limitation unit member time spent in approved club sponsorship.
- ~~9.4.8 Counselors shall not be required to perform supervision duties the twenty (20) minutes before and the thirty (30) minutes after the regular daily assignment of the individual.~~
- 9.4.98 Unit members shall be paid at the hourly rate for supervision duties requested beyond the five (5) hour limitation in Section 9.4.1.
- 9.5 Supervision of high school graduations shall not be included as part of the five (5) hour limitation and Section 9.4.9 shall not apply.
- 9.6 Supervision of high school graduation ceremonies and junior high promotions shall occur under the following conditions:
- 9.6.1 Supervision shall be limited to two (2) hours.
- 9.6.2 There shall be a choice of supervision assignments, including assignments not requiring participation in the ceremony.
- 9.6.3 Should the unit member choose to participate in the ceremony in which caps and gowns are required to be worn, they shall be provided by the District.

APPENDIX C

EXTRA-CURRICULAR DUTIES SALARY SCHEDULE

- C.1 Unit members serving in the following special assignments shall be paid an additional factor of the Teacher-Librarian-Counselor-Nurse Salary Schedule, described in Appendix A. For the purposes below and unless otherwise stated, the factor is of Column V, Step 1, minus five (5) times the column change (A.1.4) \$38,066, and is on an annual basis.
- C.1.1 No unit member shall receive a stipend that has not been collectively bargained between the Association and the District except through stipend pools designated in C.3.1, C.3.2, and C.3.3.
- C.1.2 **No unit member shall receive a second stipend unless no other eligible unit member is willing and able to perform the special assignment.**
- C.2 The positions listed in C.3.1, C.3.2, C.3.3, and C.3.6 and the number of the assignments shall be filled and maintained at the discretion of the District,

and the unit members filling these positions shall receive the factor listed for these positions. The factor of any new position created by the District shall be subject to negotiation. The responsibilities and duties of unit members assigned to any of the extra-curricular positions shall be similar to past practice, except when a new position is created on a temporary basis. If such temporary positions are not filled at a later time, the District shall not be in violation of past practice. Further, if a stipend is funded through categorical funds the District shall not be obligated to continue the stipend if the categorical fund is discontinued or greatly reduced.

C.3 Extra-curricular duties:

C.3.1	Comprehensive Senior High Schools -----	Factors -----
	10 Academic Advisor	.11
	8 ASB Advisor	.18
	Senior Class Advisor	.04
	Junior Class Advisor	.04
	1 Band Director	.16
	1 Instrumental Music Director	.16
	1 Choir Director	.11
	2 Pep Advisor	.11
	2 Pep Assistant Advisor	.07
	2 Drill Team Advisor	.11
	2 Flag Team Advisor	.11
	3 Yearbook Advisor	.11
	3 Newspaper Advisor	.045
	4 Drama Advisor	.11
	Printing Advisor	.045
	13 Dance Production Advisor	.045
	11 Intramural Director	.11
	12 Future Business Leaders of America Advisor	.045
	California Scholarship Federation Advisor	.033
	National Honor Society Advisor	.033
	17 Webmaster	.045
	18 Forensics/Speech Advisor	.045
	19 Science Olympiad Advisor	.045
	Safe School Ambassador Coordinator	.041
	Teacher Librarian Support Provider (semester)	.014
	Professional Development Coach	.09
	REACH Coordinator	.082
	Intervention Coordinator	
	Intervention Budget under \$10,000	No stipend

Intervention Budget \$10,000-19,999	.027
Intervention Budget \$20,000-29,999	.041
Intervention Budget \$30,000-39,999	.055
Video Production Advisor	.045
Stipend Pool	.2

C.3.1.1 Upon the request and presentation of a yearly plan by a high school principal, the District shall create a position(s) of Intramural Director. Continuation of the position(s) shall depend upon reapplication by the principal.

C.3.2 Alternative Campuses with Daily Attendance

8 ASB Advisor	.055
7 Yearbook Advisor	.033
17 Webmaster	.033
Stipend Pool	.1

C.3.3 Junior High Schools
~~Effective July 1, 2007 the stipend for Junior High Team Leader is replaced with a factor of .015 payable beginning July 1, 2007.~~

9 ASB Advisor	.055
6 Band Advisor	.055
5 Yearbook Advisor	.033
5 Journalism Advisor	.033
6 Choir Director	.033
14 Dance Production Advisor	.033
California Junior Scholarship Federation Advisor	.033
15 Drama Advisor	.033
20 MATHCOUNTS Advisor	.045
17 Webmaster	.033
21 Science Olympiad Advisor	.045
Team Leader	.015
Safe School Ambassador Coordinator	.041
Teacher Librarian Support Provider (semester)	.014
Professional Development Coach	.09
REACH Coordinator	.068
Intervention Coordinator	
Intervention Budget under \$10,000	No stipend
Intervention Budget \$10,000-19,999	.027
Intervention Budget \$20,000-29,999	.041
Intervention Budget \$30,000-39,999	.055
Video Production Advisor	.033
Stipend Pool	.1

C.3.4 ~~Beginning in September 1985, A~~ director or advisor who served during the 1984-85 school year or serves thereafter in one (1) of the assignments marked with a numeral shall receive an additional .0025 factor for each previous year of service to the District in the assignment in 1984-85 or thereafter up to a maximum of .03. Such service need not be continuous but must be in that titled position. However, service is interchangeable among positions marked with a common numeral. Years of service in positions 5 or 6 shall count toward years of service in positions 1, 2, 3, or 4.

C.3.5 Athletics - Senior High Schools Factors

Athletic Director (Co-Director)	.12
Athletic Director (Co-Director)	.12
Athletic Director (Combined)	.18
Football Head Coach	.12
Football Assistant Coach	.07
Basketball Head Coach	.10
Basketball Assistant Coach	.07
Baseball Head Coach	.10
Baseball Assistant Coach	.07
Track Head Coach (boys)	.10
Track Assistant Coach (boys)	.07
Track Head Coach (girls)	.10
Track Assistant Coach (girls)	.07
Cross Country Coach (boys)	.08
Cross Country Coach (girls)	.08
Cross Country Assistant Coach	.07
Golf Head Coach	.08
Golf Assistant Coach	.07
Tennis Head Coach	.08
Tennis Assistant Coach	.07
Swimming Head Coach (Boys)	.10
Swimming Assistant Coach (boys)	.07
Swimming Head Coach (girls)	.10
Swimming Assistant Coach (girls)	.07
Softball Head Coach	.10
Softball Assistant Coach	.07
Volleyball Head Coach	.10
Volleyball Assistant Coach	.07
Soccer Head Coach	.08
Soccer Assistant Coach	.07
Lacrosse Head Coach	.08
Lacrosse Assistant Coach	.07

Wrestling Head Coach	.08
Wrestling Assistant Coach	.07
Dive Coach	.07

C.3.5.1 A position of Tennis Assistant Coach(es) shall be compensated only for those schools assigned by the California Interscholastic Federation (CIF) to a league which has Junior Varsity (JV) tennis competition.

C.3.6 ~~Beginning in September 1985, a~~ A unit member coach receiving a district coaching factor who ~~served during the 1984-85 school year or serves thereafter~~ in one (1) of the coaching assignments above shall receive an additional .0025 factor for each previous year of service to the District in any coaching assignment for which a factor is paid ~~during the 1984-85 school year or thereafter~~ up to a maximum of .03. Such service need not be continuous.

C.3.6.1 ~~Beginning in September of 1990, a~~ A unit member athletic director receiving a district athletic director factor who ~~served during the 1989-90 school year or serves thereafter~~ in one (1) of the athletic director assignments listed above shall receive an additional .0025 factor for each previous year of service to the District in any athletic director assignment for which a factor is paid ~~during the 1989-90 school year or thereafter~~ up to a maximum of .03. Such service need not be continuous.

C.3.7 If at the end of the regular season an athletic team is scheduled and participates in the C.I.F. Southern Section playoffs, the assigned coach(es) of that particular team shall receive a one-time additional stipend as follows:

Head Coach (where there is at least for the first one assigned Assistant Coach) two weeks plus additional \$275.00 if another two weeks	\$275.00
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Assistant Coach (where there is an assigned Head Coach)	\$175.00
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Coach (by whatever title if there is no separate Head or Assistant Coach)	\$200.00
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Cheer Advisor Per Season (for sports that are regularly attended by the cheer team)	\$275.00
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When multiple-paid coaches are assigned to multiple-level athletic teams, they must, for the purposes of this section, be allocated evenly among the various teams (e.g., football: if there are six paid coaches and three teams, it is given that each team has two paid coaches).

- C.3.7.1 A stipend pool shall be created at each comprehensive high school of .2, a pool at each comprehensive junior high school and Bowman High School of .1, and a pool of .05 at other alternative sites. This pool shall be used to provide stipends for previously unidentified or new supervisory activities that are specific to the school and are student centered. The distribution of these funds shall be at the discretion of the site administrator.
- C.3.8 Intramurals - Junior High Schools
- C.3.8.1 Unit members shall be paid the hourly rate for assigned hours worked.
- C.3.9 Unit members assigned interscholastic coaching responsibilities are obligated to meet the requirements of California Administrative Code Title 5 regarding standards of training, which include current valid first aide and cardiopulmonary resuscitation (CPR) certifications. Unit members shall receive no compensation for this training if it is provided by the District tangential to the school day and in two (2) or fewer hour increments. If provided in increments greater than two hours, the hourly rate shall be paid for all hours of training. Training provided in evenings, on weekends, or during summer shall be compensated at the hourly rate. With the advance written authorization by the Principal or designee, the unit member may be paid the hourly rate for actual hours attended in training provided by authorized agencies other than the District, upon completion of requirements and receipt of certification.
- C.3.10 One person designated by the principal at each school as English Language Development (ELD) Coordinator shall receive a stipend in the following amount: ~~Effective July 1, 2007~~ The stipend factor for ELD coordinator with 25-100 LEP students is .03 and for 100+ LEP students the stipend factor is .06, payable beginning July 1, 2007.
- C.3.10.1 Any unit member who acquires the CLAD or equivalent shall receive a one-time stipend of \$500 and shall receive an additional stipend of \$500 for every semester taught, if there are ten (10) or more LEP students assigned during the day. The one-time stipend shall not apply to unit members who receive the equivalent of a CLAD authorization as part of their regular credential program.
- C.3.10.1.1 ~~Commencing August 1, 2006,~~ **n**No additional stipends of \$500 for every semester taught, if there are ten (10) or more LEP students assigned during the day, shall be granted to unit members not already receiving the stipend.

- C.3.10.2 Any unit member who acquires the BCLAD shall receive a one-time stipend of \$1,000 and shall receive an additional stipend of \$500 per semester, if there are 1-50 LEP students assigned during the day. The stipend shall be \$1,000 per semester, if more than fifty (50) LEP students are assigned.
- C.3.10.2.1 ~~Commencing August 1, 2006, a~~ No additional stipend of \$500 per semester, if there are 1-50 LEP students assigned during the day, or stipend of \$1,000 per semester if more than fifty (50) LEP students are assigned, shall be granted to unit members not already receiving the stipend.
- C.3.11 One unit member at each comprehensive high school site who is designated as Technology Coordinator will receive a stipend factor of .06; at junior high schools, .045; ELD Technology Coordinator continuation high school .045, ~~payable beginning July 1, 2007.~~
- C.3.12 Unit members serving as an Induction Mentor shall receive an annual stipend of \$1,800.

ARTICLE XIII - LEAVES

- 13.1 Sick Leave:
- 13.1.1 Sick leave for illness, injury, or quarantine shall be granted to unit members. Full-time unit members shall be entitled to ten (10) days leave of absence each year with full pay for illness or injury and such additional days as the unit member may have accumulated. Part-time unit members shall be entitled to that portion of ten (10) days leave of absence for illness, injury or quarantine with their regular pay as the number of days of employment or partial days of employment bears to full-time employment.
- 13.1.2 On becoming a long-term substitute, the long-term substitute shall earn sick leave monthly on the same basis as the unit member replaced.
- 13.1.3 Full-time and part-time unit members shall be credited with and may use their annual illness or injury leave entitlement effective the first (1st) workday of each school year.
- 13.1.4 Notification as to the number of days of accumulated sick leave, including current entitlement, shall be provided annually to each unit member no later than the end of the first (1st) full month of employment. This notification shall include those days accumulated under the Attendance Incentive/Reward Plan, as granted in accordance with Section 13.2.

- 13.1.5 Unused sick leave shall be cumulative, from year to year, without limit.
- 13.1.6 To be eligible to apply for sick leave absence with pay, the unit member must be in paid status and scheduled for work on the day(s) of absence.
- 13.1.7 If the unit member resigns, retires, or is terminated and has used more sick leave than has been earned, the amount used but not earned shall be deducted from the final warrant of the unit member.
- 13.1.8 In case of illness or injury, the unit member shall notify the site administrator or designee of the general nature of the illness or injury as far in advance as practicable, but not later than 6:30 a.m. (excluding verified emergencies).
- 13.1.9 If, during the workday a unit member is unable to perform assigned work for the full workday due to illness or injury (excluding industrial injury or illness), the full-time unit member shall have the unworked sixths (1/6ths) of the workday deducted from accumulated sick leave. Part-time unit members shall have their time prorated.
- 13.1.10 Prior to returning to work after absence due to illness or injury, the unit member shall notify the site administrator or designee not later than one (1) hour before the end of the workday preceding the unit member's return to work. Any change in the unit member's health-work status which occurs outside the normal workday shall be reported to the answering unit in a timely manner.
- 13.1.11 Should a unit member fail to provide the prescribed notice of intent to return after an illness or injury absence and the substitute and unit member both report for duty, the unit member shall have deducted from wages the actual cost of the substitute for the unit member.
- 13.1.12 In case of evident abuse, the District shall have the right to request and receive a physician's affidavit verifying the illness or injury of the absent unit member for the day(s) of absence in question, prior to approval of any payment for such day(s) of absence. **In these circumstances, the District reserves the right to require the unit member to be examined by a District physician, at District cost.**
- 13.1.13 A physician's affidavit verifying an illness or injury may be required by the District after three (3) or more consecutive days of absence.
- 13.1.14 A unit member returning to work after an absence for illness or injury of three (3) or more days may be required to present a medical release verifying permission to return to work including any restrictions.

- 13.1.15 If a newly hired unit member previously worked for a California public school district the District shall request the transfer of all accumulated sick leave to which the unit member is entitled.
- 13.2 Attendance Incentive/Reward Plan:
- 13.2.1 The District and the Association agree to the establishment of an Attendance Incentive/Reward Plan (AIRP) for the purposes of reducing absenteeism and recognizing and rewarding loyal service. The District and the Association shall mutually assess the effectiveness of the plan during the term of this Agreement at the time of reopening negotiations called for in Section 34.1.
- 13.2.2 The District shall establish an Attendance Incentive/Reward Plan
- 13.2.3 At the end of each year the District shall develop a true and complete list of all unit members who have used three (3) days or less of family illness leave, personal necessity leave, and sick leave combined during that year. The District shall provide the Association with two (2) copies.
- 13.2.4 All full-time unit members on the list who have been members of the State Teachers Retirement System (STRS) prior to June 30, 1980, and who have not rejoined STRS after that date shall be credited with five (5) additional days of sick leave above and beyond the current year's entitlement at the beginning of the school year. Part-time unit members meeting the same STRS membership conditions shall be credited with a pro-rata share of the additional five (5) days. All such days are subject to the conditions stated in Section 13.2.7 below.
- 13.2.5 All full-time unit members on unpaid leave during part of the school year shall be included on the list called for in Section 13.2.3 above, provided that they have met the requirements of this Section. The number of allowable days of any combination of family illness, personal necessity, and/or sick leave and the number of days credited under the AIRP shall be as follows:

Quarters on Leave	Maximum Number of Allowable Days of Leave	Days Credited Under AIRP
-----	-----	-----
Equal to but less than		
0 1/2	3	5
1/2 1 1/2	2 1/2	4
1 1/2 2 1/2	1 1/2	2 1/2
2 1/2 3 1/2	1	1 1/2
3 1/2 4	0	0

- 13.2.5.1 For purposes of this Section, one quarter shall be equivalent to the minimum number of school weeks in any one (1) of the calendar quarters for the year in question.
- 13.2.5.1.1 Part-time unit members on leave shall be credited with a pro-rata share of the days listed above.
- 13.2.5.1.2 Section 13.2.6 is also applicable to the unit members who qualify under this Section.
- 13.2.6 When a unit member is absent from duties for an extended period of time due to illness, injury, or quarantine, the unit member shall first use the current year's entitlement, then any accumulated sick leave, and then the days of sick leave, if any, credited the unit member under the AIRP, except as specified in Section 13.2.7 below.
- 13.2.7 The actual maximum total payment in any one (1) year by the District shall not exceed the funds available in the AIRP fund. The District shall make payment from the fund in accordance with Section 13.2.5 above and with the true and actual cost of the substitutes employed for the sick days credited as above and the daily rate of pay of the unit members taking these sick leave days, on a first come-first served basis. If the fund is exhausted, then the unit member shall first use the current year's entitlement, then any accumulated sick leave, then extended illness leave, until the beginning of the following school year. If the AIRP fund is not exhausted, then the days credited shall be treated as any days provided for in Section 13.1.
- 13.2.8 The District shall furnish the Association a full, complete, and true accounting of the AIRP fund within sixty (60) calendar days after the end of each school year.
- 13.2.9 When a unit member leaves the District, sick leave days credited under AIRP to the unit member shall be treated as any other sick leave days.
- 13.5 ~~Personal Necessity Leave:~~
- ~~13.5.1 Each unit member shall be entitled to up to three (3) days of personal necessity leave during a school year without having to indicate the general nature of the personal necessity. A unit members' use of personal necessity shall conform to established guidelines. In the event of evident abuse, the provisions of Section 13.5.5 shall apply. All remaining personal necessity leave beyond the three (3) days indicated above shall be subject to the following conditions of approval. The Assistant Superintendent, Human Resources, shall make available to unit members on their request a list of the types of situations which the District will approve for the granting of Personal Necessity Leave. A unit member desiring advance confirmation of the appropriateness of the Personal Necessity Leave shall request such confirmation in writing (email is acceptable) from the Assistant~~

~~Superintendent, Human Resources or designee, at least five (5) workdays in advance of the Personal Necessity Leave. The Assistant Superintendent, Human Resources or designee, shall inform, no later than two (2) days prior to the requested leave date, the unit member who inquiries regarding the appropriateness or inappropriateness of the leave. Except in cases of verified emergencies, all unit members, whether or not seeking prior confirmation, shall notify the site administrator or designee at least two (2) workdays in advance of the intent to use this leave and the general nature of the personal necessity. All approval or disapproval of Personal Necessity Leave is the responsibility of the Assistant Superintendent, Human Resources.~~

~~13.5.1.1 — No Personal Necessity (PN) leave shall be used on a workday immediately preceding or following a Board approved break without prior written approval from the unit member's site administrator excluding verified emergencies. A unit members' use of personal Necessity (PN) leave shall conform to established guidelines. A unit member shall request such personal necessity leave in writing (email is acceptable), at least five (5) workdays in advance of the requested personal Necessity (PN) leave.~~

~~13.5.2 — A member of the bargaining unit may use all days of entitled/accumulated sick leave in a school year for personal necessity.~~

~~13.5.3 — Personal Necessity Leave shall be taken in increments of one sixth (1/6) days.~~

~~13.5.4 — Members of the bargaining unit working less than full time shall have all of the benefits enumerated in this Section prorated.~~

~~13.5.5 — The District reserves the right to require the unit member to submit an affidavit or other appropriate verification of the specific nature of the personal necessity in cases of evident abuse.~~

13.3 Extended Illness or Injury Leave:

13.3.1 When a unit member is absent from duties for an extended period of time due to illness, injury, or quarantine, the unit member shall first use the current year's entitlement, then any accumulated sick leave, and then the days of sick leave, if any, credited the unit member under the AIRP, except as specified in Section 13.2.7.

13.3.2 After all such leave has been exhausted, and the unit member still is absent from duties due to illness or injury, the District shall provide an additional one hundred (100) days of extended illness or injury leave, **per illness or injury**.

13.3.3 Pay for such leave shall be the difference between the daily pay provided the unit member and the actual cost of the substitute that is employed to replace the unit member or thirty dollars (\$30) per day, whichever amount is greater. This

difference, or thirty dollar (\$30) daily payment shall begin immediately after exhaustion of the unit member's current year entitlement and accumulated sick leave, including any AIRP leave, and shall continue until the unit member is well and able to return to duty or the additional one hundred (100) day period terminates. This leave is non-cumulative. Should a substitute not be employed, the unit member on extended illness leave shall receive full salary less the current rate of pay for a daily substitute, or thirty dollars (\$30) per day, whichever amount is greater.

- 13.3.4 When the unit member's sick leave and extended illness leave are exhausted and the unit member is still unable to report for duties due to the continuing illness or injury, the unit member shall be placed according to Education Code 44978.1.
- 13.3.5 The District shall provide continuing benefit coverage as provided for in Article XXI at no cost to the unit member during the time the unit member is on paid sick leave and extended illness leave and shall continue that coverage for 60 days from the date on which all sources of leave have been used.
- 13.3.6 The unit member shall provide the District with medical verification of the illness or injury upon request.
- 13.4 Maternity/Paternity Sick Leave:
 - 13.4.1 The District shall provide to unit members who are absent from duty due to disabilities that are contributed to or caused by pregnancy, miscarriage, childbirth and recovery therefrom, leave with pay in accordance with the provisions of Section 13.1 (Sick Leave) and Section 13.3 (Extended Illness Leave) of this Agreement.
 - 13.4.2 The length of the leave of absence including the date on which the leave shall commence and the date on which the unit member shall resume duties shall be determined by the unit member and the unit member's physician with verification to the District provided by the physician.
 - 13.4.3 The District will allow a member to take up to five (5) days of personal necessity upon their spouse/partner giving birth. These days will be in addition to any days used under 13.4.A
 - 13.4.A Family Illness Leave:
 - 13.4.A.1 Each member of the bargaining unit shall be entitled to up to three (3) days in each school year for leave due to illness of or injury to a member of the immediate family. These days are non-cumulative and are not deducted from sick leave.
 - 13.4.A.2 Family illness leave shall be taken in increments of one- sixth (1/6) days.

- 13.4.A.3 Members of the bargaining unit working less than full time shall have the benefits enumerated in this section pro-rated.
- 13.5 Personal Necessity Leave:
- 13.5.1 Each unit member shall be entitled to up to three (3) days of personal necessity leave during a school year without having to indicate the general nature of the personal necessity. A unit members' use of personal necessity shall conform to established guidelines. In the event of evident abuse, the provisions of Section 13.5.5 shall apply. All remaining personal necessity leave beyond the three (3) days indicated above shall be subject to ~~the following conditions of approval.~~ **approval by the** The Assistant Superintendent, Human Resources **or designee.** ~~shall make available to unit members on their request a list of the types of situations which the District will approve for the granting of Personal Necessity Leave.~~ A unit member desiring ~~advance confirmation of the appropriateness of the~~ Personal Necessity Leave shall request such confirmation in writing (email is acceptable) from the Assistant Superintendent, Human Resources or designee, at least five (5) workdays in advance of the Personal Necessity Leave, **except in cases of verified emergencies.** The Assistant Superintendent, Human Resources or designee, shall inform, no later than two (2) days prior to the requested leave date, **whether the leave is approved** ~~the unit member who inquiries regarding the appropriateness or inappropriateness of the leave. Except in cases of verified emergencies, all unit members, whether or not seeking prior confirmation, shall notify the site administrator or designee at least two (2) workdays in advance of the intent to use this leave and the general nature of the personal necessity.~~ All approval or disapproval of Personal Necessity Leave is the responsibility of the Assistant Superintendent, Human Resources **or designee.**
- 13.5.2 A member of the bargaining unit may use all days of entitled/accumulated sick leave in a school year for personal necessity.
- 13.5.3 Personal Necessity Leave shall be taken in increments of one-sixth (1/6) days.
- 13.5.4 Members of the bargaining unit working less than full time shall have all of the benefits enumerated in this Section prorated.
- 13.5.5 The District reserves the right to require the unit member to submit an affidavit or other appropriate verification of the specific nature of the personal necessity in cases of evident abuse.
- 13.6 Industrial Accident and Illness Leave of Absence:
- 13.6.1 The District shall provide leave to a unit member for industrial accident or illness. Unit members shall have leave up to sixty (60) days for the same accident or

illness when the unit member would normally be performing work for the District in any one (1) school year.

- 13.6.2 Allowable leave shall not be accumulated from year to year.
- 13.6.3 Industrial accident or illness leave shall commence on the first (1st) day of absence.
- 13.6.4 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence for that accident or illness regardless of a temporary disability indemnity award.
- 13.6.5 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.
- 13.6.6 Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided for in Sections of this Agreement covering sick leave and extended illness leave, and for the purposes of each of these sections, the absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, the unit member may elect to take as much accumulated sick leave including AIRP leave and subsequent extended illness leave, which when added to temporary indemnity, shall result in payment of not more than full salary.
- 13.6.7 During the period of absence due to industrial accident or illness, the District shall issue the unit member the full salary warrants due to the unit member including department/area chairperson pay where applicable and shall deduct normal retirement, other authorized contributions, and the temporary disability payments actually paid to the unit member by the Self-Insurance Risk Management Authority or by whatever insurance system may be established by the District in lieu of the Self-Insurance Risk Management Authority for the periods covered by such salary warrants.
- 13.6.8 Any unit member receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the State.
- 13.6.9 In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave may be subject to examination by a Self-Insurance Risk Management Authority physician or a physician appointed by the Worker's Compensation Appeals Board or a physician appointed by whatever insurance system the District may establish in lieu of Self-Insurance Risk Management Authority to verify the unit member's condition and to evaluate any claim.

- 13.6.10 A unit member shall be permitted to return to service after an industrial accident or illness leave only upon presentation of a release from the insurance carrier's physician or from the treating physician, verifying the unit member's ability to return to the same position classification, notwithstanding reasonable accommodations as may be required by the Americans With Disabilities Act (ADA), as long as the individual can perform the essential functions of his/her job, with or without reasonable accommodations.
- 13.6.11 A unit member who has sustained a job-related injury shall report the injury to the site administrator no later than the next scheduled workday following the injury.
- 13.6.12 If a unit member is engaged in any gainful employment during the industrial accident and illness claim period, the unit member will be required to forfeit any industrial accident and illness leave pay received from the District during the period of outside employment.
- 13.7 Bereavement Leave:
- 13.7.1 A unit member shall be granted up to five (5) days of leave with pay in the event of a miscarriage or the death of a member of the unit member's immediate family, said family being defined as: mother, father, spouse, natural or stepparent, natural or stepparent-in-law, natural or stepbrother or sister, brother or sister-in-law, natural or stepchild, spouse of child, grandchild, grandparent, or any other person regularly residing in the immediate household of the unit member.
- 13.7.2 The unit member shall execute an affidavit of justification for bereavement leave beyond the time required to travel to and from and attend services.
- 13.8 Family and Medical Leave:
- 13.8.1 All provisions of the Federal and State law for family care and medical leave (29 U.S.C. 2601-2654, the Family & Medical Leave Act of 1993, and Government Code sections 12945.1 – 12945.1, the California Family Rights Act) shall be available to unit members and shall not limit any other leave provisions of this agreement.
- 13.8.2 The District shall provide unit members, male or female, who are natural or adoptive parents, an unpaid leave of absence for the purpose of rearing the unit member's child.
- 13.8.3 ~~The length of the leave shall be for not more than one (1) year.~~ The unit member may request and shall be granted leave, **upon approval of the Assistant Superintendent, Human Resources or designee, in excess of leave required by the FMLA and CFRA** ~~for less than one (1) year. Termination of such leave shall coincide with the end of a semester.~~ **Such leave will be unpaid and unit**

member may maintain health benefits during leave of absence provided unit member pay the full premium cost.

- 13.8.4 A unit member shall serve in paid status four (4) consecutive semesters to be eligible for each additional leave under this Section.
- 13.8.5 The unit member shall notify the District of such intent four (4) weeks prior to the anticipated date of the leave.
- 13.9 Jury/Witness Leave:
- 13.9.1 The District shall grant to members of the bargaining unit called for jury service in the manner provided by law, or subpoenaed to appear as a witness in court other than as a litigant (except for cases resulting from Section 21.10), or to respond to an official order from another governmental jurisdiction, for reasons not brought about by the connivance or misconduct of the unit member, leave of absence without loss of regular pay for the time the unit member is required to perform jury duty or appear under the official order during regularly assigned working hours.
- 13.9.2 Unit members so called for jury duty or other service described above must notify the District of required service date(s) upon receiving said notice from officers of the Court or other governmental jurisdiction.
- 13.9.3 In computing such pay, the unit member shall first endorse the check received for jury or witness fees to the District. The District shall issue to the unit member the normal salary warrant in the full amount due. Mileage and incidental expenses that may be included within the jury/witness fees tendered the unit member shall not be included in computing the unit member's salary payment.
- 13.10 Association Leave:
- 13.10.1 Association Officers and designated representatives shall be granted collectively thirty (30) days of paid leave each school year for attendance at local, state, or national conferences or to conduct other normal or regular business pertinent to Association affairs.
- 13.10.2 Such normal or regular business shall not be disruptive to the District. The Association officers or designated representatives, or both, shall be excused from school duties upon two (2) days' advance notification to the District by the Association President.
- 13.10.3 This leave is not cumulative. The Association shall reimburse the District for each day of leave taken at the daily rate paid a daily substitute.

- 13.10.4 Association officers or designated Unit members shall be granted a maximum of five (5) periods of release time per school day from all teaching and/or other contractual duties for each semester. Two of these periods shall specifically be designated for the Association president. This release time shall be granted under the following conditions:
 - 13.10.4.1 The purpose of this release time shall be such that the unit members so designated shall be involved in contract maintenance, grievance processing, membership monitoring, and/or communications and consultations with the District and/or unit members.
 - 13.10.4.2 The Association shall notify the District in writing by May 15 or December 1 of the names of the Unit members who shall be granted the one (1) hour release time per school day, as indicated in 13.11.4 above, for the following semester.
 - 13.10.4.2.1 If a counselor, librarian, psychologist, or nurse is designated for the release time, the Association shall meet with the District or immediate supervisor to discuss and arrange the most practical schedule for release time.
 - 13.10.4.3 The District shall apply for mandated cost reimbursement from the state for the release time indicated above. The Association shall reimburse to the District one-sixth (1/6) of the total compensation (salary and fringe benefits) for up to four unit members receiving the release time less the amount of reimbursement from the state. This reimbursement shall be based on Step One, Column One of the salary schedule, the vision life, and dental benefit, and the average of the three most selected HMO health plans.
 - 13.10.4.4 The District shall not seek reimbursement from the Association for one period, and related benefits, as identified above for the Association president's release time.
- 13.11 Military Leave:
 - 13.11.1 A member of the bargaining unit shall be granted military leave according to the provisions of the Education Code. The unit member shall be required to request military leave in writing and supply the District with "orders" and status reports.
- 13.12 Exchange Teaching Leave:
 - 13.12.1 The District may grant at its discretion an exchange teaching leave at full pay according to the provisions of the Education Code, upon verification from the appropriate agency or institution.
- 13.13 Legislative Leave:

- 13.13.1 Upon written request, a member of the bargaining unit who has been elected to the legislature shall be granted by, and in accordance with, the provisions of the Education Code, a legislative leave.
- 13.14 Other Unpaid Leaves:
- 13.14.1 Except for emergency situations, verified to the satisfaction of the District, requests for unpaid leave of absence for the following semester or year will be denied which are presented after May 15. Requests for unpaid leave for second semester shall be denied unless a replacement satisfactory to the District is available. A unit member granted an unpaid leave of absence for verified personal illness of a serious nature may be provided with District-paid health benefits as selected by the District. The District shall make the determination to grant such District paid health benefits based upon disruption to the educational program and/or cost effectiveness to the District. Upon request and under the given conditions stated below, the District, at its option, may grant unit members the following unpaid leaves:
- 13.14.1.1 Medical Leave - Leave may be granted for the improvement of impaired health of the unit member, the parents of the unit member or the unit member's spouse, the unit member's spouse, or children (natural or adopted), or any other person regularly residing in the household of the unit member. The request for such leave shall be accompanied by a physician's report establishing the necessity for such leave.
- 13.14.1.2 Travel and/or Study Leave - Leave may be granted for study leading to an advanced degree or for independent study at an accredited four (4) year college or university, for research and/or planned travel which shall be of benefit to the District. The request for travel and/or study leave shall be accompanied by an outline of how the travel and/or study shall benefit the District. Upon return from travel/study leave, the unit member shall submit to the District within thirty (30) days a comprehensive report of the travel and/or study completed.
- 13.14.1.3 Peace Corps or Vista Program Leave - Participation in these programs must be full-time.
- 13.14.2 In the cases of Study Leave, Peace Corps or Vista Program Leave, the request for such leave shall be accompanied by verification from the appropriate agency or institution.
- 13.14.3 The length of the unpaid leaves listed shall be for one (1) semester or one (1) school year. The unit member may request an extension. Requests for extension must be accompanied by a statement detailing reasons for the extension and shall be granted at the option of the District. Requests for extension must conform to the provisions of Sections 13.15.5 or 13.15.5.1 below.

- 13.14.4 The unit member may obtain District benefit coverage as provided for in Article XXI at his/her own expense.
- 13.14.5 When an unpaid leave is approved for the first semester only, the unit member must notify the District in writing, personally delivered, or mailed and postmarked, at least forty-five (45) calendar days prior to the end of the first semester, of intent to return to paid employment for the second semester. Failure to do so may be good cause for the District to extend the unpaid leave for the second semester. Prior to October 15, the District shall mail a response form to the unit member's last known address for this purpose.
- 13.14.5.1 When an unpaid leave is approved for the second semester only or for the full school year, the District shall notify the unit member by United States certified mail with return receipt requested, mailed to the unit member's last known address, prior to May 15, that if the unit member fails, without good cause, prior to July 1 to notify the District in writing, delivered in person or by mail, of intention to remain or not to remain in the service of the District, as the case may be, during the ensuing school year, the unit member may be deemed to have declined employment and the unit member's services as an employee of the District may be terminated on June 30 of that year. A response form shall accompany this notice, including a copy of Education Code Section 44842.
- 13.14.6 The unit member shall be placed on the step and column on the salary schedule for which the unit member was eligible when the leave was granted, unless a step or column change is appropriate.
- 13.14.7 In cases where a request for one (1) of the unpaid leaves listed in Sections 13.15.1.1, 13.15.1.2 and 13.15.1.3 above is denied by the District, the District shall provide the unit member with specific reasons for the denial.
- 13.14.8 The denial of an unpaid leave shall not be subject to the Grievance Procedure, Article XV.
- 13.15 Miscellaneous Leave Provisions:
- 13.15.1 Unless otherwise provided in this Article, a unit member on a paid leave of absence shall continue to receive, during the term of the leave, benefit coverage, and the District shall continue normal retirement contributions. The unit member shall also receive annual salary increments which may be provided during the leave.
- 13.15.2 Unless otherwise provided in this Article, unit members on unpaid leaves of absence may continue benefit coverage with the District insurance carriers by making full and complete payments to the insurance carriers through the District.

- 13.15.3 Unit members on unpaid leaves of absence of more than twenty-five percent (25%) of a year shall not receive annual salary increments. However, units earned during such leaves shall be credited to the unit member's record in the appropriate and usual manner.
- 13.16 Catastrophic Leave Bank
- 13.16.1 The Association and the District shall create the Hart District Teachers Association Catastrophic Leave Bank effective July 1, 1992.
- 13.16.2 Days in the Catastrophic Leave Bank shall accumulate from year to year.
- 13.16.3 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Bank participant.
- 13.16.4 The Hart District Teachers Association Catastrophic Leave Bank shall be administered by a three (3) member committee appointed by the President of the Association. The District Assistant Superintendent, Human Resources/Designee shall also serve on the committee as a non-voting member.
- 13.16.5 All unit members on active duty with the District are eligible to contribute to the Bank.
- 13.16.6 Participation in the Bank is voluntary, but requires contributions (via written authorization) to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 13.16.7 Unit members who elect not to join the Bank upon first becoming eligible have a waiting period of 45 days after joining the Bank before becoming eligible to withdraw from the Bank.
- 13.16.8 The contribution will be authorized by the unit member and continued from year to year until cancelled by the unit member.
- 13.16.9 Cancellation occurs automatically whenever a unit member fails to make his/her contribution. Cancellation may be effected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member effects cancellation.
- 13.16.10 Contributions shall be made between July 1 and October 1 of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Bank to all new members and those returning unit members.

- 13.16.11 The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5.
- 13.16.12 If the number of days in the Bank at the beginning of a school year exceeds 200% of enrolled members, no contribution shall be required of returning unit member participants. Those unit members joining the Bank for the first time and those returning from leave shall be required to contribute one day to the Bank.
- 13.16.13 Bank members who have exhausted all leave credits (including those continuing to be accrued) may apply to withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the unit member for over twenty (20) consecutive or nonconsecutive duty days or incapacitates a member of the unit member's immediate family (as defined in 13.7.1) for over twenty (20) consecutive or nonconsecutive duty days which requires the unit member to take time off work to care for the family member. If a reoccurrence or a second illness or injury incapacitates a unit member or a member of the unit member's immediate family within twelve (12) months, it shall be deemed catastrophic after ten (10) consecutive days.
- 13.16.13.1 Any mental stress-related illness of the Bank member or family member shall be excluded from the benefits of the Catastrophic Leave Program.
- 13.16.14 Participants must use all paid sick leave available to them, except differential leave, before becoming eligible for a withdrawal from the Bank.
- 13.16.15 The first twenty (20) workdays of illness or disability must be covered by the participant's own sick leave, extended illness or injury leave, differential leave, or leave without pay the first time said participant qualifies for a withdrawal from the Bank. For subsequent withdrawals for a reoccurrence or a second illness or injury within twelve (12) consecutive months, the first ten (10) days must be similarly covered.
- 13.16.16 If the participant is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the participant's family.
- 13.16.17 Withdrawals from the Bank shall be granted in units of no more than 30 workdays. Participants may submit requests for extensions of withdrawals as their grants expire. A participant's withdrawal from the Bank may not exceed the statutory maximum period of twelve (12) consecutive months.
- 13.16.18 Participants applying to withdraw or extend their withdrawal from the Bank will be required to submit a doctor's statement indicating the nature of the illness or injury of the unit member or family member and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness or injury confidential.

- 13.16.19 If a participant has drawn thirty (30) days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the participant's expense. The Committee shall choose only a physician who qualifies under the District offered insurance program. If withdrawal from the Bank is to provide care for a participant's family member, the same medical review may be required for that person, regardless of his/her participation in a district-sponsored health plan. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The committee may deny an extension based upon the medical report. The participant may appeal any termination under the procedures outlined below.
- 13.16.20 Leave from the Bank may not be used for illness or disability which qualifies the participant for Worker's Compensation Benefits unless the Participant has exhausted all Worker's Compensation leave and his/her own sick leave, all extended illness or injury leave, and provided further that the member signs over any Worker's Compensation checks for temporary benefits to the District. If there are any Worker's Compensation checks signed over to the District, the Bank will not be charged for days; or if charged, the Bank will be reimbursed the number of days for which the Worker's Compensation payment is equivalent to a regular day of pay at the negotiated rate for that participant. If the District challenges the Worker's Compensation claim, the participant may draw from the Bank. If the District loses the settlement of the claim, the Bank shall be reimbursed the days by the District.
- 13.16.21 When the Committee may reasonably presume that the applicant for a draw may be eligible for a Disability Award or a retirement under STRS or, if applicable, Social Security, the Committee may request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days, will disqualify him/her for further Bank payments. Any requests for additional medical information from STRS or Social Security shall be submitted within ten (10) days, or the participant's entitlement to Bank payments will cease. If denied benefits by STRS or Social Security, the applicant must appeal, or his/her entitlement to the Bank shall cease.
- 13.16.22 If the Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, the Committee shall notify the participant, in writing, of the reason for the denial.
- 13.16.23 Withdrawals shall become effective immediately upon the exhaustion of all paid sick leave or the waiting periods provided for in Sections 13.17.6, 13.17.7, 13.17.13, 13.17.14, and 13.17.15, whichever is greater.

- 13.16.23.1 Applicants requesting withdrawals from the bank shall submit requests for such withdrawals within 90 days of the exhaustion of available sick leave or differential leave, or prior to June 30 of the year for which withdrawals are being requested, whichever occurs first.
- 13.16.24 Bank participants who are denied a withdrawal or whose withdrawal is not renewed or is terminated may, within thirty (30) calendar days of denial, appeal, in writing, to the Executive Board of the Association. The Executive Board shall hold a hearing within fifteen (15) workdays. The Executive Board shall issue a confidential written decision within fifteen (15) days of the hearing. If the Participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may file the appeal.
- 13.16.25 The Bank Committee shall have the responsibility of maintaining the records of the Bank, receiving withdrawal requests, verifying the validity of requests, and approving or denying the requests and communicating the decisions, in writing, to the participants and to the District.
- 13.16.26 The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article.
- 13.16.27 Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) workdays of receipt of the application.
- 13.16.28 The Committee shall keep all records confidential and shall not disclose the nature of the illness or injury except as necessary to process the request for withdrawal and defend against any appeals of denials.
- 13.16.29 By November 1, of each school year, the District shall notify the Committee of the following: the total number of accumulated days in the Bank on June 30 of the previous school year, the number of days contributed by unit members for the current year, names of participating members, and the total number of days available in the Bank.
- 13.16.30 By the fifteenth day of each month, the District shall notify the Committee of the following: names of additional members who have joined, names of members who have cancelled, the total number of days in the Bank at the beginning of the previous month, total number of days added to Bank by new members, the total number of days remaining in the Bank on the last day of the previous month.
- 13.16.31 If the Bank is terminated for any reason, the days remaining in the Bank shall be returned to the then current members of the Bank proportionately, if this is legally permissible.

- 13.17 Adoption Leave
- 13.17.1 Any member completing a legal adoption of a minor child will be entitled to not more than five (5) days of Personal Necessity with the following exceptions:
- 13.17.1.1 International adoptions will entitle the member to not more than ten (10) days of Personal Necessity.
- 13.17.1.2 Unit members adopting a new-born infant will be entitled to not more than thirty (30) days of personal necessity when submitting a letter from a doctor stating that the new-born infant is not medically able to be placed in day care.
- 13.17.1.2.1 When both parents are unit members only one (1) parent may use the thirty (30) day option to care for the new-born infant. The other parent will still have access to the Personal Necessity available in 13.18.1.1 if appropriate.

13.18 Parental Leave (Education Code section 45196.1):

- 13.10.1 A unit member may use his or her sick leave for the purpose of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member ("parental leave") for a period of 12-workweeks in a 12-month period.**
- 13.10.2 When the unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Right Act ("CFRA," Government Code 12945.2), the unit member shall receive differential pay for the remaining portion of the 12-workweeks of parental leave.**
- 13.10.3 A unit member is not required to have 1,250 hours of service with the employer during the previous 12-month period in order to take parental leave pursuant to this section.**
- 13.10.4 Parental leave under this section shall run concurrently with CFRA leave and a unit member will receive one 12-workweek period for parental leave during a 12-month period.**

ARTICLE XIV - TRANSFERS

- 14.1 A transfer is a change from the unit member's assigned school to another school within the District and within the same job classification. Job classification, for purposes of this Article, refers to a teaching position, a counseling position, a librarian position, a psychologist position, a speech and language pathologist position or a school district nurse position.

- 14.2 Unless the final decision to transfer occurs prior to the days of required pre-school inservice, a unit member being transferred shall receive one (1) school day pupil-free for preparation and/or orientation to the new assignment.
- 14.3 Request for transfer forms shall be available at all schools.
- 14.4 All certificated vacancies, including coaching assignments, which occur in the District shall be posted on the District web page and a notice emailed to all unit members once a determination has been made by the District that a position is to be created or filled.
- 14.5 The posting shall include but not be limited to the school, subject matter, other special qualifications, and a deadline for application.
- 14.6 The deadline for applying for the position shall be not less than five (5) District Office business days, but normally for ten (10) District Office business days or more from the date of posting.
- 14.7 Transfers may be either unit member-initiated or District-initiated.
- 14.7.1 Should positions in full-time special or experimental programs that begin and end later in the day than the unit member's normal workday be filled from within the District, the provisions of this Article shall be followed.
- 14.8 Unit Member-Initiated Transfers:
- 14.8.1 Unit members shall not be unduly encouraged to seek or discouraged from seeking transfers. This shall not preclude counseling by the District regarding what the District believes to be in the best interest of a unit member and/or the District.
- 14.8.2 Any unit member requesting a transfer to a position for which the unit member is properly credentialed and qualified shall be given that assignment over an applicant from outside the District, if that transfer better meets the needs of the District/school.
- 14.8.3 Unit members (including members on any type of leave of absence) who desire transfers for the next school year shall file requests on a Request for Transfer form with the Office of Personnel Services between March 1 and April 1 of each school year. Transfer requests to a specific location and/or position thus filed shall be considered as vacancies occur for that location and/or position between the closing of school and October 15 of the next school year.

- 14.8.4 When openings occur during the school year, a unit member may apply within the time specified on the notice of vacancy. A unit member who has requested a transfer shall be notified when an appropriate vacancy occurs, and shall have a personal interview with the principal or designated administrator at the site with the vacancy, within ten (10) District Office business days of mailing such notification.
- 14.8.5 Factors that shall be considered in evaluating candidates for transfer shall be consistent throughout the District. A transfer request shall not be denied arbitrarily.
- The factors and their weightings that shall be considered in evaluating candidates are:
- 10% State authorization (except emergency credentials)
 - 10% Seniority within the District
 - 10% Quality of interview
 - 10% Prior written evaluations (up to 3 most recent)
 - 10% Recommendations solicited or submitted by the candidate
 - 10% Oral or written recommendations solicited by the District
 - 10% Experience in the subject/work area of need
 - 20% Specific school needs which have been previously identified to the candidates
 - 10% Needs of the District: e.g. staffing equity, continuity, balance, ethnic and gender equity
- When considering unit members who have requested transfers, the District shall give preference to the member with the greatest length of service to the District if all factors (taken as a whole) are deemed equal.
- Unit members returning from leave shall be afforded all rights provided under this section.
- 14.8.6 A unit member shall receive notification of the status of the request for transfer as soon as possible after the disposition is known.
- 14.8.7 A unit member who has submitted a transfer request and has not obtained a transfer shall be granted an interview with the Assistant Superintendent, Human Resources or designee if the unit member so requests. Specific reasons for not granting the transfer shall be provided in writing, if the unit member so requests.
- 14.8.8 A unit member shall be able to amend or withdraw a transfer request at any time. Notification of amendment or withdrawal of the request must be presented in writing to the Office of Personnel Services. All requests for

transfers remaining on file on October 16 of the year for which the transfer is requested shall become invalid.

14.8.9 Length of service to the District shall be determined by the date and time the unit member signs the District's offer of employment.

14.9 District-Initiated Transfers:

14.9.1 All District-initiated transfers shall be considered tentative until the affected unit member is notified in writing by the Assistant Superintendent, Human Resources that the transfer is definite.

14.9.2 Such transfers shall be based on the educational needs of the District, which shall include but not be limited to the following: Declining enrollment at a particular school, filling a vacancy, accommodating special staffing needs/requirements at a school or department, balancing class size, reducing or terminating a program(s), starting or expanding a program(s), staffing shortages or surpluses which routinely occur in the administration of schools, meeting the requirements of the District affirmative action policy, or meeting State or Federal regulations.

14.9.3 Factors that shall be considered in evaluating candidates for involuntary transfer shall be consistent throughout the District. Involuntary transfers shall not be decided arbitrarily. The factors and their weighting that shall be considered in evaluating candidates for involuntary transfer are:

- 10% State Authorization in the subject area (except emergency credentials)
- 20% Seniority within the district
- 20% Experience in the subject/work area of need
- 20% Specific school needs at both the home school of the individual and the receiving school which have previously been identified.
- 30% Needs of the district: e.g. staffing equity, continuity, balance, ethnic and gender equity.

14.9.4 A unit member who has been tentatively selected for a District-initiated transfer shall be notified by the Assistant Superintendent, Human Resources of the tentative transfer as soon as possible. During the summer vacation period, notice of tentative transfer shall be mailed to the unit member's last known address, and shall be presumed to have been received seven (7) District Office business days subsequent to the date of mailing. The unit member shall be granted an interview with the Assistant Superintendent, Human Resources within five (5) District Office business days of receiving such notification. The final decision by the Assistant Superintendent, Human Resources on the transfer shall not be made prior to the expiration of the seven (7) District Office business days, and shall

take into consideration any expressed concerns or preferences of the unit member made to the Assistant Superintendent, Human Resources. In the event that extenuating circumstances prevent receipt of notification within the designated timelines, the unit member may request and shall receive an interview with the Assistant Superintendent, Human Resources and the District may reconsider the transfer.

- 14.9.5 A unit member under consideration for District-initiated transfer shall be notified by the Assistant Superintendent, Human Resources, as soon as possible. Within seven (7) workdays of the notification, the unit member may request and shall be granted a meeting with the administrator initiating the transfer, in order to discuss and consider alternatives to the proposed transfer. Upon request, the unit member shall receive written reasons for the transfer. The request for reasons and the response shall be made within a reasonable period of time.
- 14.9.6 Before the District makes final a tentative District-initiated transfer of a unit member, that unit member may apply for any other vacancies within prescribed timelines, and shall be informed of the disposition of such application prior to completion of the District-initiated transfer. The unit member shall be given a list of existing vacancies upon request.
- 14.9.6.1 A unit member who received a District-initiated transfer and who is requesting an alternate assignment shall be placed prior to voluntary transfers and outside applicants, provided that assignment better meets the needs of the District/school.
- 14.9.7 The District shall make all reasonable effort to avoid a District-initiated transfer of a unit member more frequently than once during any two (2) consecutive years. The Association and the District recognize, however, that unforeseen or unpredictable circumstances may create a necessity for more frequent transfers.
- 14.9.7.1 When District-initiated transfers are made during the school year, unit members shall receive as much advance notice as possible, and in no case less than seven (7) calendar days, of which two instructional days shall be allotted to accomplish the move.
- 14.9.7.2 When a unit member receives a District-initiated transfer the unit member shall receive two (2) days at his/her daily rate to relocate to the new work site.
- 14.9.7.3 A unit member who receives a District-initiated transfer as a result of staff reductions shall be allowed to return to the initial site if, by the end of the fourth week of the new school year, student enrollment at that site justifies an additional position for which the unit member is qualified.

~~14.10 ————— Staffing at Newly Constructed Schools~~

~~14.10.1 ————— A committee composed of unit members and administrators, excluding the principal of a new site, shall screen and recommend transfer applicants for consideration by the site principal.~~

~~14.10.2 ————— Factors that shall be considered in evaluating candidates for transfer to a new school shall be consistent throughout the District.~~

~~————— The factors and their weightings that shall be considered in evaluating candidates are:~~

~~10% — State authorization (except emergency credentials)~~

~~10% — Seniority within the District~~

~~10% — Quality of interview~~

~~10% — Prior written evaluations (up to 3 most recent)~~

~~10% — Recommendations solicited or submitted by the candidate~~

~~10% — Oral or written recommendations solicited by the District~~

~~10% — Experience in the subject/work area of need~~

~~20% — Specific school needs which have been previously identified to the candidates~~

~~10% — Needs of the District: e.g. staffing equity, continuity, balance, ethnic and gender equity~~

~~Unit members returning from leave shall be afforded all rights provided under this section.~~

ARTICLE XIX – SALARIES

19.1 ~~The Teacher-Librarian-Counselor-Nurse Salary Schedule, Psychologists Salary Schedule, and Speech-Language Pathologists Salary Schedule, attached as Appendix A, shall increase four percent (4%) for the 2015-2016 school year retroactive to July 1, 2015. The salary schedules and salary classifications requirements of all unit members are set forth in Appendices A, B and C attached.~~

19.2 All unit members who serve other than the required number of days as set forth in Appendices A and B and Article VI for their job classification shall receive salary which is not less than that which bears the same ratio to the established annual salary for their position as the number of days they serve bears to the number of working days required for their job classification.

19.3 Notwithstanding Section 19.2 above, unit members under contract of employment who serve for one (1) full school semester shall receive not less than one-half (1/2) the annual salary for their position.

- 19.4 The payroll period of unit members for regular service shall be monthly, beginning with the first day of the calendar month. Salary payments shall be made not later than the last workday of each calendar month. The "last workday" shall be defined as the last workday of the Los Angeles County Office of Education, Payroll Department. The payroll period for services in addition to the unit member's regular assignment shall be in accordance with past practice. Salary payments for these services shall be made not later than ten (10) working days after the payroll period in which the service was performed.
- 19.5 Salary payments for unit members employed for the full school year shall be made in eleven (11) equal payments. The first payment shall be on the last workday in August. Returning unit members shall have the option of receiving salary payments in twelve (12) equal payments beginning with payment on the last workday in July. Unit members who wish to change status (from eleven to twelve payments or from twelve to eleven payments) must notify the District by June 1 of the change year. Unit members employed for less than the full school year shall be paid monthly.
- 19.6 The District shall make available to all unit members the opportunity to participate in the Los Angeles County program for Direct Deposit of regular payroll warrants.

ARTICLE XXI - UNIT MEMBER BENEFITS

- 21.1 Health Insurance - The District shall provide unit members and their dependents with a choice of service health insurance plans for the current school year to be selected from the plans available from the **Self-Insured Schools of California (SISC)** ~~Public Employees' Retirement System (PERS)~~ health benefits program.
- 21.1.1 Health Care Premiums will be paid at the following levels:
- 21.1.1.1 Employee Only: District pays 100% of premiums for member selected health plan up to the cost of **Anthem Blue Cross PPO Full Network (80/20)** ~~PERS-Choice-PPO~~ for one party. Member pays 100% of the difference for any premiums above the cost of **Anthem Blue Cross PPO Full Network (80/20)** ~~PERS-Choice~~.
- 21.1.1.2 Member Plus One Dependent: District pays 100% of premiums for member selected health plan up to the cost of **Anthem Blue Cross PPO Full Network (80/20)** ~~PERS-Choice-PPO~~ for one party. District pays 90% of the cost for difference between one party premiums of members chosen plan and the cost of that same two-party plan up to **Anthem Blue Cross PPO Full Network (80/20)** ~~PERS-Choice~~. Member pays 10% of the

difference between one party premiums of members chosen plan and the cost of that same two-party plan up to **Anthem Blue Cross PPO Full Network (80/20)** ~~PERS Choicee~~. Member pays 100% of the total difference above **Anthem Blue Cross PPO Full Network (80/20)** ~~PERS Choicee~~.

21.1.1.3

Member Plus Two or More Dependents: Members must choose between one of the following two options:

1) District pays 100% of premiums for member selected health plan up to the cost of **Anthem Blue Cross PPO Full Network (80/20)** ~~PERS Choicee PPO~~ for one party. District pays 80% of the cost for difference between one party premiums of members chosen plan and the cost of that same three-party plan up to **Anthem Blue Cross PPO Full Network (80/20)** ~~PERS Choicee~~. Member pays 20% of the difference between one party premiums of members chosen plan and the cost of that same three-party plan up to **Anthem Blue Cross PPO Full Network (80/20)** ~~PERS Choicee~~. Member pays 100% of the total difference above **Anthem Blue Cross PPO Full Network (80/20)** ~~PERS Choicee~~.

2) Full time unit members with a spouse employed elsewhere and who **prior to January 1, 2017** opted not to take health benefits from the District and who can provide evidence of coverage elsewhere shall be provided the option of receiving \$2,500 in lieu of receiving his/her own single coverage. Part- time members with a spouse employed elsewhere and who opt not to take health benefits from the District and who can provide evidence of coverage elsewhere shall receive a pro-rated amount of the \$2,500 equal to their part time status.

21.1.1.4

Both Spouses/Partners Employed by the District **Prior to January 1, 2017**: District pays 100% of premiums of member selected health plan up to and including the cost of **Anthem Blue Cross PPO Full Network (80/20)** ~~PERS Choicee Family Coverage~~. If one or both spouses/partners are employed less than full-time, the amount will be prorated according to the percentage of level of employment. Member is responsible for 100% of the cost above **Anthem Blue Cross PPO Full Network (80/20)** ~~PERS Choicee Family Coverage~~.

21.1.1.5

Members on FMLA will continue to be responsible for their portion of health insurance premium payments. General practice will be for members to make these payments upon return from FMLA in the form of one additional payment per month (in the form of payroll deduction) until their premiums are brought up to date. This paragraph does not prohibit a member from seeking an alternative payment agreement with the district. All alternative payment plans must receive both Association and District approval.

21.2 Dental Insurance

21.2.1 The District shall provide all unit members and their dependents with the following dental insurance plans for the current school year:

21.2.1.1 Delta Dental **7079-1609** ~~7027-1603~~

21.3 Vision Insurance

21.3.1 The District shall provide all unit members and their dependents with a vision insurance plan as follows:

21.3.1.1 Vision Service Plan (VSP) B, \$25 deductible, effective July 1, 2003

21.3.1.2 The allowance for eye care benefits will be increased as a cost not to exceed \$30/year per unit member. Application of said benefit to be jointly determined by the District and the Association.

21.4 Life Insurance

21.4.1 The District shall provide all unit members with a life insurance program of ten thousand dollars (\$10,000) insuring the employee only as follows:

21.4.1.1 **Blue Shield of California Group Policy No. 038013** ~~United Services Life Policy No. G 4207~~

21.5 District Obligation

21.5.1 Full-Time Unit Members:

~~21.5.1.1 The District contribution for health benefits shall be \$192 per year. In addition, the District shall provide for each unit member a supplement for fringe benefits equal to the cost of the insurance programs specified in 21.1, 21.2, 21.3, and 21.4 less \$192. Such supplement shall be for purchase of District fringe benefit programs only.~~

21.5.1.13 Flex 125 Plan

21.5.1.13.1 The District shall provide the opportunity for all bargaining unit members to participate in a Section 125 plan through the Security Benefits Group of Companies.

21.5.2 Part-time Unit Members:

21.5.2.1 Part-time Unit Members refers to those members assigned to teach less than a full schedule as described in Sections 8.1 (e.g., one (1) through four (4) classes daily).

21.5.2.2 ~~The District contribution toward the unit member health benefits and supplemental benefits for part time unit members shall be the PERS Health minimum employer contribution. In addition, T~~the District shall provide for each part-time unit member a supplement for fringe benefits equal to the cost of insurance programs specified in 21.1, 21.2, 21.3, and 21.4 ~~less the Pers Health minimum employer contribution~~. Such supplement shall be for purchase of District fringe benefits programs only. The District contribution toward the unit members health benefits and supplemental fringe benefits for part-time unit members shall be shown in Article 21.5.2.3.

21.5.2.3

Number of Periods Assigned -----	Maximum District Contribution -----
4	Up to 80% of full time maximum*
3	Up to 60% of full time maximum*
2	Up to 40% of full time maximum*
1	-0-

* Maximum allowable is defined as the cost of the **Anthem Blue Cross PPO Full Network (80/20) PERS CHOICE** + Delta Dental + Vision Service Plan + **Blue Shield of California**~~United Services Life~~.

21.5.2.4 Any combination of dental, health, vision and life insurance plans which results in a cost greater than the maximum allowable in Section 21.5.2.3 shall require payroll deductions of the affected unit member for the excess cost over and above the maximum allowable. Such deductions shall be made in equal monthly amounts to the extent possible with the unit member agreeing in writing to such deductions.

21.6

Health Benefits for Retirees:

Retirees receiving health benefits shall notify the District of their current address and status of any dependent. This notification shall be done by May 1 of each year. Failure to notify the District shall relieve the District of its obligation under this contract. The District shall notify in writing past retirees of this section before termination of the District obligation.

- 21.6.1 The District shall provide full health insurance coverage for the retiree and one (1) eligible dependent, if any, under the conditions following. The selection of the health plan shall be from among those specified in Section 21.1.
- 21.6.1.1 ~~The District contribution for retiree health benefits shall be as follows: The District shall pay the minimum contract amount directly to PERS Health on a monthly basis. In addition, T~~the District shall provide for each retiree, a supplement for fringe benefits equal to the cost of Kaiser Permanente~~Los Angeles Area Region~~ single party program, plus 90% of the cost of one dependent, if any. Such supplement shall be for purchase of district fringe benefit program only.
- 21.6.1.1.2 Retirees shall have been employed full time by the District for a minimum of ten (10) years.
- 21.6.1.1.3 The retiree shall have reached the age of fifty-five (55) at the time of retirement.
- 21.6.1.1.4 The District shall terminate its contribution when the retiree-reaches the age of sixty-five (65) or is eligible for Medicare, whichever occurs earlier.
- 21.6.1.1.5 If a Unit member becomes disabled and unable to work and chooses to retire between age 50 and 55, and if the retiree has served the district for 15 years or more, the retiree shall be eligible for a supplement for fringe benefits equal to the cost of Kaiser Permanente ~~Los Angeles Area Region~~ one-party coverage.
- 21.6.1.2 Should the retiree choose one of the other plans in Section 21.1 and/or wish to subscribe to dental or vision insurance and/or enroll additional dependents other than the maximum of one (1) specified, the retiree must pay the additional premium costs to SISC~~the District~~.
- 21.6.1.3 The retiree shall make payments to SISC~~the District~~ prior to the 20th~~first~~ of each month for the excess costs of the health, dental and/or vision insurance plans selected. Excess costs refer to the costs, if any, above the amount of the District contribution, which will be equivalent to the actual costs of the retiree and one (1) dependent plan chosen by the District.
- 21.6.1.4 Retirees are not eligible for life insurance.
- 21.6.1.5 Those intending to retire and who plan to change health insurance carriers should notify the payroll office of the new selection by the open enrollment deadline prior to the retirement. In no case will the District contribution exceed the cost of Kaiser Permanente~~Los Angeles Area Region~~ 2-party coverage for any length of time after retirement.

~~21.7~~ Retirees Age 65 and Older

~~The District contribution for health benefits shall be \$192 per year providing all of the following apply:~~

~~21.7.1 Retiree must have retired from the William S. Hart Union High School District.~~

~~21.7.2 Retiree must be a participant in the State Teachers Retirement System (STRS) or California Public Employees' Retirement System (CalPERS).~~

~~21.7~~8 Leaves of Absence

~~21.7.1~~ Unit members on paid leaves of absence shall be treated the same as unit members not on leave.

~~21.7.2~~ Unit members on board-approved unpaid leaves of absence shall be able to retain their benefits as provided for in Article XXI for the period of the leave at their own expense.

~~21.8~~9 Duration of Benefits

~~21.8.1~~ The benefits provided for in Sections 21.1 through 21.5 above shall remain in effect from January 1, through December 31, for all covered individuals except for those terminated prior to the end of this period.

~~21.8.2~~ All medical examinations and tests required by the District shall be paid for by the District. This includes the test for tuberculosis at District-approved facilities.

~~21.8.3~~ The District shall reimburse all unit members up to one hundred dollars (\$100) per incident for damage to or destruction of personal property as a result of battery upon the unit member during the performance of service to the District.

~~21.8.4~~ Personal property is defined as clothing, eye glasses, hearing aids and other personal items normally carried or worn during the performance of service to the District.

~~21.8.5~~ Unit members shall notify the Payroll office within ten (10) days of a change in the eligibility of dependents.

~~21.9~~10 Vehicle Damage

- 21.~~940~~.1 The District shall reimburse a unit member for damage to or theft of parts from the unit member's personal and private vehicle while said vehicle is on District property, subject to all of the following:
- 21.~~940~~.1.1 The financial limit of the District's responsibilities shall be \$400 or the amount of the unit member's deductible portion of his/her comprehensive insurance, whichever is less.
- 21.~~940~~.1.2 The damage must have occurred while the vehicle was parked and unattended by the unit member on District property and in the parking area assigned by the site administrator.
- 21.~~940~~.1.3 The damage must have occurred during the unit member's professional day or during the time the unit member was providing assigned or approved voluntary supervision for the District and outside of the professional day of the unit member.
- 21.~~940~~.1.4 The unit member must file an official report with the local Office of the Los Angeles County Sheriff within ten (10) working days of the incident. The report must describe the actual damage.
- 21.~~940~~.1.5 The unit member must secure two (2) estimates of repair and the work described on the repair estimates must correspond to the description in the report to the sheriff.
- 21.~~940~~.1.6 The unit member must supply the District with a copy of the report to the sheriff and the two (2) estimates within twenty (20) working days of the incident. The District's responsibility shall not exceed the lower of the two (2) estimates.
- 21.~~940~~.1.7 The unit member must provide the District with a signed affidavit stating that the damage occurred as specified in Section 21.10.1.3 above within twenty (20) working days of the incident.
- 21.~~940~~.1.8 The unit member must sign an agreement with the District to file charges against those persons causing the damage and to recover damage in court should those causing the damage be identified. The unit member must reimburse to the District any damages recovered, to the extent of payment made by the District.
- 21.~~940~~.1.9 The unit member must agree to return any reimbursement paid by the District should the unit member fail to fully and faithfully comply with any of the above.
- 21.~~1044~~ Personal Property

The District shall reimburse a unit member for damage to or theft of a unit member's personal property which is housed in the unit member's room or work space and is used primarily to support the unit member's teaching or interaction with students.

- 21.~~10~~11.1 Permission to have such personal property at the school site must be secured in writing from the site administrator, and a written inventory must be presented to the site administrator.
- 21.~~10~~11.2 The financial limit of the District's responsibilities shall be \$400 or the amount of the unit member's deductible portion of his/her personal property insurance, whichever is less.
- 21.~~10~~11.3 The District's total liability for reimbursement for vehicle or personal property damage or theft shall not exceed \$10,000 in any school year. Reimbursements will be made at the end of the semester. Expenditures shall not exceed \$5,000 in the first semester.
- 21.~~11~~12 Options
- 21.~~11~~12.1 Unit members may participate in tax sheltered annuities, life insurance plans, and salary protection insurance plans of their own choosing with the District providing payroll deduction at no cost for this purpose.

ARTICLE XXV - SPECIAL EDUCATION

- 25.1 In developing the school's master schedule, the principal or designee shall **ensure that no resource specialist has a caseload which exceeds 28 pupils.** ~~have as one (1) objective the creation of flexible schedules for resource specialists that allow having four (4) assigned periods and one (1) counseling/resource period and one (1) preparation period. In order to meet this objective it must prove to be reasonably possible within the parameters of the master schedule to assign resource specialists the legal limit of student contacts within four (4) class periods.~~
- 25.2 The District shall provide a substitute at a school on the day(s) that required special education meetings are scheduled when a need for a substitute exists as determined by the school administration.
- 25.3 The Association and the District recognize and mutually agree that individuals with exceptional needs (IWENs) require special attention. This paragraph is expressly excluded from Article XV, Grievance Procedure.
- 25.3.1 When mainstreamed, IWEN's shall be scheduled into appropriate classes as equitably as reasonably possible, and class sizes shall be adjusted

appropriately whenever practicable, taking composition into consideration.

- 25.3.2 The District and the Association agree to form a work group to study the impact of IWEN's on the master schedule and develop recommendations to adequately distribute IWEN's throughout the schedule.
- 25.4 Special Day Testing Period
- 25.4.1 Each Special Day program at the comprehensive junior high schools and high schools shall be allotted staffing for one testing period.
- 25.4.2 This period shall be assigned to one teacher, but the use of the testing period shall be scheduled within the department on an as needed basis.

ARTICLE XXVI – TEACHER INDUCTION PROGRAM

- 26.0 All unit members hired effective July 1, 2002 or later are required to successfully complete the Hart District Induction Program based on credential type and years of full-time teaching experience.
- 26.1 Peer Assistance and Review
 - There shall be a Peer Assistance and Review (PAR Program (hereafter referred to as “Program”) for all unit members who have regular teaching assignments(unit members who are excluded are nurses, speech and language pathologists, psychologists, librarians, and counselors). The Program shall have three distinct components:
 - 26.1.1 Beginning Teacher Coaching Program
 - 26.1.1.1 This component shall provide peer assistance and review to all first-year teachers in the District who have less than three full years of experience on regular contracts. This assistance and review shall be provided at a ratio of 1:15.
 - 26.1.1.2 PAR service shall be provided to first-year beginning teachers in the District with more than three years of experience if the teacher is teaching with an emergency credential, as an intern, or as a long-term substitute. PAR service to be provided on a space available basis.
 - 26.1.2 Second Year Assistance program
 - 26.1.2.1 This component will be provided with support from ~~BTSA, BTSA~~ Induction, or second year of PAR service. A second year of PAR service may be the result of a

request from the beginning teacher, request from the principal, or request/recommendation of the PAR Panel, with the district/principal retaining the final decision on the beginning teacher's employment status.

26.1.3 Permanent Teacher Assistance and Intervention Program

26.1.3.1 This component of the Program shall provide intervention to permanent teachers who receive a composite "unsatisfactory" evaluation. Participation is mandatory.

26.1.3.2 Further, permanent teachers desiring assistance in improving his/her practice may apply to the PAR Panel for such assistance on a confidential basis. A permanent teacher may participate in the PAR Program one time except with approval of the PAR Panel.

26.1.3.2.1 The PAR Panel shall have the authority to accept or reject such applications.

26.1.3.2.2 Once the application for participation in the PAR program has been received and accepted, the voluntary teacher shall participate in and remain in the program for the next school year.

26.1.3.3 This Program shall not deal with teachers' employment issues which arise from accusations of neglect of duty or misconduct.

26.2 Peer Assistance and Review Panel

26.2.1 The Program shall be governed by the PAR Panel composed of three District/site members and four HDTA members. Decisions shall be made by consensus wherever possible. Should a vote be required, action must be taken on an affirmative vote of at least five (5) members.

26.2.2 The PAR Panel shall be responsible for:

26.2.2.1 Meeting at least three (3) times annually to review the work of the consulting teachers with their caseloads;

26.2.2.1.1 Generally, the Panel shall meet within the Panel members' workday; however, work after 4:00 p.m. shall be compensated at the negotiated hourly rate.

26.2.2.2 Developing the budget for the Program subject to Board approval;

26.2.2.3 Selecting consulting teachers;

26.2.2.4 Evaluating consulting teachers and their documentation;

26.2.2.5 Making the re-hire recommendation on first year probationary teachers to the Governing Board;

- 26.2.2.6 Accepting or rejecting voluntary requests for assistance from individual teachers per Section 26.1.3.2 above;
- 26.2.2.7 Monitoring the progress of permanent teacher intervention including making the decision on the success of such intervention and so advising the Governing Board;
- 26.2.2.8 Selecting its own chair, and
- 26.2.2.9 Reviewing consulting teachers' interventions.
- 26.2.2.10 Matching consulting teachers and participants by teaching fields as much as possible.
- 26.2.3 A Panel member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest. If necessary, determination of whether a conflict exists which justifies abstention from discussion or voting shall be subject to Section 26.2.1 above.
- 26.3 Consulting Teachers
 - 26.3.1 Consulting teachers will work exclusively in the PAR Program.
 - 26.3.2 Consulting teachers shall be released full-time to work in this program.
 - 26.3.3. The number of consulting teachers to be released shall be determined by the number of eligible evaluatees and available funding.
 - 26.3.4 The consulting teachers shall have one-year terms, renewable each year up to three years. No consulting teacher shall serve more than 5 of any 8 consecutive years. Consulting teachers shall be selected during the spring semester of each year. Upon the PAR Panel's determination of need, up to two (2) consulting teachers shall be eligible to serve for 5 consecutive years.
 - 26.3.5 All consulting teaching assignments are subject to annual evaluation by the Panel.
 - 26.3.5.1 The documentation of such evaluation shall not be made a part of the consulting teacher's personnel file except upon the express written request of the individual consulting teacher.
 - 26.3.6 The parties do not see the consulting teacher assignment as a part of the career ladder of an individual who seeks to be an administrator in the District.
 - 26.3.7 Communication and consultation with the principal shall be ongoing.

- 26.3.8 Consulting teachers shall have responsibility for 15 beginning teacher evaluatees, each of whom shall receive at least 10 hours of assistance per semester.
- 26.3.8.1 Each permanent teacher intervention assignment for an individual consulting teacher shall be calculated as two (2) evaluatees.
- 26.3.9 Consulting teachers shall have a workyear that is 5 days longer than the regular teacher workyear (at per diem compensation) scheduled by the PAR Panel.
- 26.3.10 At the conclusion of his/her service, a consulting teacher shall have return rights to a position for which the individual is qualified at his/her school of origination. If there is no open position, a position will be created by an involuntary transfer of the least senior member of the department. A consulting teacher returning to the classroom after a second or subsequent term will have only grade level and subject matter rights and may not be guaranteed return to their previous site.
- 26.3.11 Consulting teachers shall have the primary responsibility for the evaluation of evaluatees for the evaluatees' first year. This shall be done in consultation/cooperation with the principal.
- 26.3.12 The principal shall be the evaluator for all 2nd year probationary teachers.
- 26.4 Permanent Teacher Intervention
- 26.4.1 The purpose of this Program is to assist and offer remediation to permanent teachers whose performance has been evaluated as a composite "unsatisfactory" by the principal or designee, or who volunteer to participate in the Program. It shall be the obligation of the Panel to report the results of this intervention to the Governing Board. The written documentation in the evaluation report shall become a part of the permanent teacher's personnel file.
- 26.4.2 The prime focus of this Program is to provide assistance and renew quality teaching.
- 26.4.3 Assistance and remedial efforts and activities shall be intense and multifaceted and shall be preceded by a conference in the spring of the year when the teacher receives the "unsatisfactory" evaluation. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher, and the consulting teacher to begin the development of an individual improvement plan. If the permanent teacher so desires, HDTA shall provide representation in this meeting.
- 26.4.4 During the period of assistance, the permanent teacher's evaluation shall be the joint responsibility of the consulting teacher and the Panel. It is the intent of the parties that this process serve as the sole evaluation process for the permanent teacher.

- 26.4.5 The assistance shall be provided by the peer consulting teachers under this article and shall be closely monitored by this Program's governing Panel.
- 26.4.6 Communication and consultation with the principal shall be ongoing.
- 26.4.7 Nothing in this article precludes the principal or District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of his/her professional obligations.
 - 26.4.7.1 Should the principal deem it necessary to communicate with a teacher in this intervention program in a manner that is related to progressive discipline, i.e. letter of warning, reprimand, etc., he/she shall inform the consulting teacher or inform the Panel directly.
- 26.4.8 The consulting teacher will share all written and oral evaluation reports during a conference with the teacher at least once every six weeks. A copy of the written reports will be provided to the principal and the Panel.
- 26.4.9 At the same time reports are made to the Panel regarding first year teachers, the consulting teachers will provide an oral report and all written documentation regarding the progress of the permanent teachers in the Peer Assistance and Review Program.
 - 26.4.9.1 The teacher and principal will be given an opportunity to respond to the report within a reasonable period of
 - 26.4.9.2 None of these individuals in section 26.4.9.1 may be present during deliberations of the Panel which are confidential. The Panel may request additional follow-up information from any of these individuals.
- 26.4.10 The course of assistance shall include one or more of the following:
 - 26.4.10.1 Multiple classroom observations by the consulting teacher;
 - 26.4.10.2 Assistance specific to the area which has been evaluated to be "unsatisfactory";
 - 26.4.10.2.1 Or other areas deemed in need of assistance by the consulting teacher during the period of assistance.
 - 26.4.10.3 Opportunities for the teacher receiving assistance to observe exemplary practice either by the consulting teacher or other exemplary teachers;
 - 26.4.10.4 District provided professional development opportunities;

- 26.4.10.5 Conference attendance, perhaps in the company of the consulting teacher to facilitate reflection on how this experience fits into the individual improvement plan; and
- 26.4.10.6 Other forms of assistance which the consulting teacher and the Panel may provide.
 - 26.4.10.6.1 The parties understand that every possible subject matter competency may not be available within the corps of consulting teachers, and therefore it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the consulting teacher shall maintain prime responsibility for the individual improvement plan but may function more like a case carrier who assures the availability of appropriate resources.
- 26.4.11 Either at the time of the Interim Report or at the conclusion of the program of assistance, the Panel shall report to the permanent teacher, the principal, and the Board of Trustees of the School District that:
 - 26.4.11.1 Either the permanent teacher is now “proficient” in the area(s) identified for improvement, and the principal shall evaluate the unit member the next year, or
 - 26.4.11.2 The Panel and consulting teacher do not consider the permanent teacher to be improving to the point of achieving “proficiency” in the area(s) identified for improvement, with reasons given in support of this conclusion. The Panel may recommend that the District initiate dismissal proceedings, continue to provide assistance, and/or refer the permanent teacher back to the principal for evaluation for the next year.
- 26.4.12 Notwithstanding 26.4.11 above, and while the term of assistance shall generally occur within one school year, the intervention may be extended into all or part of a second year if the Panel believes that further assistance is still appropriate because the permanent teacher may not have returned to a “proficient” level of performance.
- 26.4.13 The deliberations of the Panel shall be closed and confidential; their decisions shall be based on the information provided by the consulting teacher, the principal, and the permanent teacher and/or HDTA representative who is assigned.rle
- 26.4.13.1 Reports of Panel votes shall only include the number of Panel members voting on each side of any questions before the Panel.
- 26.4.14 The decision of the Panel shall be reported to the teacher, the consulting teacher, and the principal in conference with the Assistant Superintendent, Personnel, and a representative of HDTA who is a member of the Panel.

- 26.5 Permanent Teacher Due Process Rights
- 26.5.1 The permanent teacher shall be entitled to review all reports generated by the peer consulting teacher prior to his/her submission to the Panel and to have affixed thereto his/her comments. To effectuate this right, the peer consulting teacher shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to any such meeting.
- 26.5.2 The permanent teacher shall have a right to request the presence of an HDTA member in any meeting of the Panel to which he/she is called and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.
- 26.5.3 The decision to refer a permanent teacher for intervention through this Program shall not be subject to the grievance procedures.
- 26.5.4 The permanent teacher shall have the right to timely reports of progress being made.
- 26.5.5 The permanent teacher shall have the right to appear before the Panel prior to the final decision of the Panel.
- 26.5.6 The permanent teacher shall have the right to present reasons why a specific consulting teacher should be replaced and another consulting teacher substituted and to have those reasons considered. This option may be exercised once.
- 26.5.7 The record of this intervention may be sealed within the personnel file after four (4) years.
- 26.5.8 This Program in no manner diminishes the legal rights of bargaining unit members.
- 26.6 Miscellaneous Provisions
- 26.6.1 A teacher shall not have access to the grievance process to challenge the contents of reports, evaluations or decisions of the Panel but may file responses which shall become part of the official record of the intervention.
- 26.6.2 This program shall be a partnership program between the District and HDTA.
- 26.6.3 It is understood and agreed that this Program shall terminate if for any reason there exists an inability for full funding thereof through AB1x (1999, Villaraigosa) or successor legislation.
- 26.6.4 The cost of releasing consulting teachers for service in the Program shall be computed on the basis of a step 1, column 1 replacement temporary teacher plus

benefits, fixed costs, and the per diem cost of the consulting teachers' extra 5 days.

- 26.6.5 Governing Board Review of Recommendations: Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.
- 26.6.6 Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention or non-reelection of certificated employees.
 - 26.6.6.1 Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code Section 44938.
- 26.6.7 The Peer Assistance Program shall be reviewed annually.
- 26.6.8 The District shall hold harmless the members of the PAR Panel and the consulting teachers for any liability arising out of his/her participation in this Program as provided in Education Code Section 44503(c).
- 26.6.9 Confidentiality: All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, panel members and consulting teachers may disclose such information only as necessary to administer this article.
- 26.6.10 Professional Growth
 - 26.6.10.1 Unit members who do not meet a professional growth or semester units requirement of the Teacher Induction Program will not advance on the salary schedule but will remain "frozen" until the growth or unit requirement is met, at which time they shall be placed on the same step a unit member not "frozen" would have reached, and shall then progress step by step. Unit members so placed on the higher step shall have their salary adjustment reflected in the next full-month pay period.
 - 26.6.10.2 When a unit member who has been "frozen" on the salary schedule earns sufficient units to move to the next column, the unit member shall be placed on the same step in the next column a unit member not "frozen" would have reached, and shall then progress step by step.
 - 26.6.10.3 Unit members may move more than one (1) vertical step per year, but only in the case of being "frozen" immediately prior to the movement. Otherwise, movement shall not be more than one (1) vertical step per year.

- 26.7 Induction Director
- 26.7.1 After consultation with the Association, the district may designate a unit member as Induction Director.
- 26.7.2 When considering eligibility for consulting teacher reapplication, time served as Induction Director shall not count for any part of the required two-year hiatus from consulting teacher service. (See Article 26.3.4)
- 26.7.3 The Induction Director shall be recommended by the PAR Panel and approved by the Governing Board. The Induction Director is directly responsible to the PAR Panel and the Assistant Superintendent of Human Resources. There shall be an annual evaluation of the Induction Director by the PAR Panel.

ARTICLE XXVIII - LONG-TERM SUBSTITUTES

- 28.1 A substitute shall become a long-term substitute commencing with the twenty-first (21st) day of consecutive service in the same assignment.
- 28.2 Absence due to illness, personal emergency, bereavement or subpoena, up to three (3) consecutive days, shall not be considered a break in service in computing the twenty (20) consecutive days, nor shall any such days of absence be credited toward the twenty (20) consecutive days.
- 28.3 Inservice days that occur during the twenty (20) consecutive days shall not constitute a break in service; however, substitutes employed **and who attend inservice** for those days shall have any such days credited toward the twenty (20) consecutive days.
- 28.4 Commencing with the twenty-first (21st) day of consecutive service in the same assignment, the long-term substitute shall be paid at twice the established daily rate for substitutes.
- 28.5 Long-term substitutes shall not be eligible for holiday pay.
- 28.6 At the discretion of the District, a substitute may be transferred from one assignment to another at any time; however, such reassignment shall not be construed as a break in service on the same assignment, provided that the previous assignment **continues for** ~~could have extended to~~ twenty-one (21) or more consecutive days. Should the previous assignment not result in a potential assignment of twenty-one (21) or more consecutive days, the day of reassignment shall be counted as the first (1st) day of a new assignment.

- 28.7 With regard to Article XXVIII, "day" refers to "workday."
- 28.8 The long-term substitute counselor shall be paid at the rate of \$300 per day.

ARTICLE XXX - TEMPORARY UNIT MEMBERS

- 30.1 A temporary unit member is an **individual** ~~unit member~~ who has been employed by the District on a temporary contract, in accordance with provisions of the Education Code.
- 30.2 Temporary unit members shall be entitled to all benefits provided for in this Agreement, **except for transfers (Article XIV), discipline (Article XVI), teacher induction program (Article XXVI), and reassignment (Article XXIX).**
- 30.3 Such unit members shall be paid in the same manner and in the same amount as comparable unit members under regular contracts of employment.
- 30.4 In filling positions that have been declared vacant by the District for the ensuing school year, the District shall give preference, **at the grade level at which the unit member served,** ~~on the first offered vacancy,~~ to a temporary or long-term substitute unit member who has worked seventy-five percent (75%) or more of the school year and who is properly credentialed.
- 30.5 This shall not preclude the District from first accomplishing transfers to fill declared vacancies.