

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

December 14, 2016

**District 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 reopener negotiations with the Hart District Teachers Association, CTA/NEA ("HDTA"):

Article VIII – Teaching Hours

The District will propose to modify language regarding class coverage, pay for partial periods, and 1/6<sup>th</sup> assignments. (See Exhibit A)

Article XIII – Leaves

The District will propose to modify language regarding the use and amount of Personal Necessity Leave. (See Exhibit B)

Article XII – Class Size

The District will propose language updating the classes identified in the contract.

## Exhibit A

### 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. **Class coverage does not include assignments that last less than ten (10) minutes.**
- 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 three (3) 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 a full comp day (that is, 6 hours) at a time. Prior clearance from a unit member's immediate supervisor shall be obtained when using two (2) or more consecutive comp days for absence.
- 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 6<sup>th</sup> period class with the following exceptions:

8.9.1.1 Unit members currently participating in PAR, BTSA or who have not achieved permanent status in the District may not teach a daily 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> period assignment during off-season)

- Any non-Head Coaching Position

Category C (Eligible to accept a Daily 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> period teaching assignment.

8.9.1.4 ~~Unit members not classified as "highly qualified" by ESEA standards for the designated additional teaching period may not teach a daily 6<sup>th</sup> period.~~

8.9.2 Site Restrictions for Daily 6<sup>th</sup> Period:

8.9.2.1 During any single semester no comprehensive high school may have more than ~~five (5)~~ **ten (10)** periods being taught by a unit member(s) as a daily 6<sup>th</sup> period.

8.9.2.2 During any single semester no junior high school may have more than ~~three (3)~~ **six (6)** periods being taught by a unit member(s) as a daily 6<sup>th</sup> period.

8.9.2.3 During any single semester no alternative school may have more than ~~three (3)~~ **six (6)** periods being taught by a unit member(s) as a daily 6<sup>th</sup> period.

8.9.3 District Responsibilities for Daily 6<sup>th</sup> Period

8.9.3.1 The District must notify the Association of all Daily 6<sup>th</sup> 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 6<sup>th</sup> 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 1<sup>st</sup> 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 6<sup>th</sup> Period classes taught without proper notification to the Association, the District will be prohibited from

assigning any Daily 6<sup>th</sup> 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 6<sup>th</sup> period class without proper notification.**

- 8.9.4 Teaching a Daily 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> period the unit member who has had the longest time since their most recent daily 6<sup>th</sup> period assignment shall receive the assignment.
  - 8.9.6.4 No unit member may teach a daily 6<sup>th</sup> period for more than four (4) consecutive semesters.
- 8.9.7 Compensation for Teaching a Daily 6<sup>th</sup> Period
  - 8.9.7.1 For each semester a Daily 6<sup>th</sup> 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 6<sup>th</sup> Period classes taught in the Fall semester must be paid in equal monthly installments from July through December. Payment

for Daily 6<sup>th</sup> 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.

## Exhibit B

### 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.
- 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, **or if a unit member utilizes sick leave on a workday immediately preceding or following a Board approved break.**
- 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 Credited Leave AIRP	Maximum Number of Allowable Days of Leave	Days Under
----- -----	----- -----	----- -----
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.~~

~~13.5.2 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.
- 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. 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.

- 13.5.2 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 may ~~shall~~ provide unit members, male or female, who are natural or adoptive parents, an

additional unpaid leave of absence for the purpose of rearing the unit member's child.

13.8.3 The length of the unpaid leave shall be for not more than one (1) year. The unit member may request and District may grant ~~shall be granted~~ leave for up to ~~less than~~ one (1) year. Termination of such leave shall coincide with the end of a semester.

13.8.4 A unit member shall serve in paid status four (4) consecutive semesters to be eligible to request ~~for~~ each additional leave under this Section.

13.8.5 The unit member shall submit ~~notify the District of such intent~~ a request for additional unpaid leave 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.