

WM. S. HART UHSD

2018 – 2019

INITIAL PROPOSALS

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

February 20, 2019

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

Article 8 - Teaching Hours

Article 12 – Class Size

Article 19 – Salaries

Article 20 – Organizational Security

Article 21 – Unit Member Benefits

Article 25 – Special Education

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 teacher/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 teacher/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 teacher/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 teacher/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, Teacher/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 unless mutually agreed upon. 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 or who have not achieved permanent status in the District may not 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)

- 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
- 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 8.9.1.1 regarding those who have achieved permanent status, 8.9.1.2 and 8.9.1.3 will not apply for year 2 probationary teachers with previous teaching experience 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 ~~six (6)~~ **ten (10)** 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 ~~four (4)~~ **seven (7)** 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 ~~four (4)~~ **seven (7)** 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 XII - CLASS SIZE

- 12.1 The District shall maintain staffing ratios for each school year that do not fall below the following:
- 12.1.1 Junior High Schools (Grades 7-8): One (1) teacher per thirty-two (32) students who are offered six (6) classes by the District X 1.2 and/or one (1) teacher per thirty-two (32) students who are offered five (5) classes by the District.
- 12.1.2 Comprehensive Senior High Schools (Grades 9-12): One (1) teacher per thirty-three (33) students who are offered six (6) classes by the District X 1.2 and/or: one (1) teacher per thirty-three (33) students who are offered five (5) classes by the District.
- 12.2 If the application of the above ratios results in a fraction of one-half (1/2) teacher or more, then an additional teacher position shall be allocated.
- 12.3 The number of students to be counted in computing staffing shall be the total enrollment, less:
- 12.3.1 Junior High School students enrolled in reading classes: number of classes X .5
- 12.3.2 Special Class students X .7
- 12.3.3 ELL students: number of classes X .5
- 12.3.4 CTE students X .2
- 12.4 In addition to the staffing determined by applying the staffing ratios, staff shall be provided to service the students identified in Sections 12.3.1 through 12.3.6 above, in conformance with applicable provisions of law and California Code of Regulations, Title 5. The staffing ratios do not include counselors, teacher/librarians, speech and language pathologists, or psychologists.
- 12.5 Staffing for each school year shall be computed upon the October enrollment of that year. This October enrollment shall be projected, based upon past experience, from the projected September enrollment of the same year. The actual September enrollment shall be projected to correct projected October enrollment, and staffing adjustments shall be made expeditiously in accordance with ratios in Sections 12.1 and 12.2 above and the most recent projected October enrollment.
- 12.6 The District agrees to assign students to classes in such a manner as to equalize, as nearly as reasonably possible, the class sizes within subject areas at each school, taking into consideration the composition of each

class and enrollment of IWENs (Individuals with Exceptional Needs - see Section 25.3.1). The site administrator shall accept input from the teachers, counselors and department/area chairpersons regarding equalization of such classes, and shall reasonably equalize the class sizes within a department or area.

12.7 Within ten (10) days after the beginning of each semester (or quarter, where applicable) each department/area chairperson shall conduct a meeting(s) of all members of the department/area and all affected counselors to discuss and, where possible, equalize the class sizes within the department/area, except as specified in Section 25.3.1. Special attention shall be given to unequal size classes of the same title held during the same period.

12.8 Anytime a class size exceeds the size listed immediately below without the explicit acceptance of the teacher and the department/area chairperson mentioned in Sections 12.13 or 12.16, the affected teacher shall notify the appropriate department/area chairperson who shall discuss the matter first with the appropriate counselor and, if necessary, with the site administrator. The site administrator shall then explain to the affected teacher why the size of the class cannot be reduced.

12.8.1

	Comprehensive High Schools	Junior High Schools
English	36 students	35 Students
Mathematics	36 students	35 students
Social Studies	36 students	35 students
Science	36 students	35 students
Foreign Language	36 students	35 students
Business/Accounting	36 students	35 students
Computer/Digital/Video	36 students or number of machines(if applicable), whichever is less	35 students or number of machines, whichever is less
Physical Education (except Athletic PE and team activities)	55 students	53 students
Industrial Arts	30 students	30 students
Home Economics	30 students	30 students
Art	32 students	32 students
Support Classes	25 students	25 students
Health	40 students	N.A.
Drama	36 students	36 students

12.8.1.1 If 15 days from the beginning of the semester, or at any point thereafter, a section is over contractual class size limits for ten (10) school days the unit member assigned to that section will have the option of either one (1) period of compensation time per student over the limit or one hour of

compensation time at the hourly rate of pay. The unit member waives the right to be compensated if he/she requests the larger class size. The unit member must submit such waiver in writing to the school principal. All class size waivers must be approved by the teacher, department chair, and the school principal. It is the responsibility of the unit member to request compensation prior to the end of the semester by completing the Class Size Compensation form and submitting it to the school principal.

- 12.8.1.2 The unit member may use accrued periods either a period at a time (1/6) or, when having sufficient periods, as a full day.
- 12.8.1.2.1 The unit member may accumulate these periods throughout the school year and use them at their discretion. These periods will not be carried over from year to year. Unused “bank” hours will be paid at the end of the school year at the hourly rate of pay to the unit member on the next pay cycle.
- 12.8.1.3 Beginning on the 16th day of the semester no class section will be allowed to have more than four (4) students over the contractual class size limit. This limit may be waived with approval of the teacher, department chair, and school principal.
- 12.8.1.4 Beginning with the 16th day of the semester no unit member shall have more than forty percent (40%) of their class sections in any one semester over the contractual class size limit. This limit may be waived with approval of the teacher, department chair, and school principal.
- 12.8.1.5. Beginning with the 16th day of the semester, no more than five percent (5%) of the class sections in any school’s master schedule shall have class sizes over the contractual class size limit.
- 12.8.2 High school classes created for enrollment of students who failed to meet junior high school promotion criteria out of eighth grade shall be limited to class size of twenty-four (24). Enrollment of other students shall be at the discretion of the school’s student study team.
- 12.8.3 Alternate Day Program classes shall be limited to twenty (20) students for each ADP teacher assigned to the class.
- 12.8.4 The principal or designee shall consult with the teacher when the size of a class with a lab component exceeds two (2) persons per station, not to exceed maximum limits. The principal or designee shall indicate what steps shall be taken to attempt to prevent the situation from recurring.
- 12.9 There shall be one full-time credentialed teacher/librarian assigned to the library at each comprehensive school in the District.

- 12.9.1 New comprehensive high schools that require teacher/librarians on staff, but do not have students enrolled, shall follow a traditional five-day workweek. Additional credentialed teacher/librarians shall be added and schedules addressed as schools come on line.
- 12.10 The number of counselors assigned to a school shall be determined on the basis of one (1) full-time counselor for each 430 students at each comprehensive school. The counselor allocation beyond ratio would commence at 216 additional students
- 12.10.1 There shall be at least one (1) full-time counselor assigned to the continuation high school.
- 12.10.2 There shall be at least one (1) full time counselor assigned to the Academy of the Canyons. This shall constitute one (1) assignment.
- 12.11 The number of full-time psychologist positions shall be determined on the basis of one (1) full-time psychologist for each two thousand (2,000) students, or major fraction thereof, enrolled in the schools of the District. Major fraction shall mean any fraction greater than one half (1/2, 50%).
- 12.11.1 In the event the fraction is equal to or less than one half (1/2) but greater than one fourth (1/4), the District shall make a good faith effort to retain the services of a psychologist on a half-time basis.
- 12.11.2 Adjustment in the number of full or half-time psychologists shall be made in the same manner as stated in Sections 12.6 and 12.13.
- 12.11.3 The District shall attempt to obtain the names of qualified psychologists who may be available to work on a part-time basis.
- 12.11.4 The total number of students in the District shall be assigned as equitably as practicable among the psychologists in the District.
- 12.11.5 In the event that a District psychologist, counselor, or school nurse is absent for a period of time extending beyond five (5) workdays, the District shall make a good faith effort to employ a substitute psychologist, counselor, or school nurse to perform the duties of the absent unit member. The District shall attempt to maintain a list of qualified psychologists, counselors, and school nurses who are willing to be available as substitutes.
- 12.12 If, during the current school year, the ratio of students to teachers at any school (except Bowman) exceeds that specified in Sections 12.1, 12.2, and

12.5 above for more than one (1) school month, teacher(s) necessary to maintain the ratio in Sections 12.1 and 12.2 above shall be added to that staff except that this provision shall not apply during the last three (3) school months. The addition of one (1) or more teachers to a school staff may be accomplished by the transfer of unit members from other schools. This provision shall not apply should a shortage of classrooms prevent the addition of one (1) or more teachers during a school year.

- 12.13 Students may be grouped to exceed the class sizes in Section 12.8.1 above upon the teacher's or department's request with the approval of the principal, and this practice may result in fewer teachers than authorized in Section 12.1 and 12.2 above.
- 12.14 The principal or designee shall meet with each department/area chairperson and, if requested, with resource specialists, prior to the summer recess and prior to the second semester to receive input and discuss class size and teacher load within the department.
- 12.15 Department/area chairpersons shall consult with the department and, if requested, with resource specialists on scheduling concerns of the department, and members and, if requested, resource specialists.
- 12.16 In team-teaching situations, the class size shall be determined by dividing the total number of students per class by the number of teachers assigned to the class(es).
- 12.17 There shall be a minimum of one (1) school district nurse assigned to the District.
- 12.18 On-line Courses
- 12.19 A unit member may, on a voluntary basis, be assigned to teach one online class. Such an assignment shall be one of the member's five class assignments.
- 12.19.1 Class size in an online course shall be in conformance with class size limits outlined in section 12.8.1 of the Contract Agreement.
- 12.19.2 Upon successful completion of one online course, the Unit member may be assigned on a voluntary basis a second section of the same online course.
- ~~12.20 The District shall make every effort to ensure that English Language Development (ELD), English Language Acquisition (ELA), and Sheltered English (SDAIE) class sizes are limited to 25 students and that there is no more than one ELD level per class.~~

ARTICLE XIX – SALARIES

- 19.1 ~~The Teacher, Counselor, Teacher/Librarian, Nurse Salary Schedule, Psychologists Salary Schedule, and Speech Language Pathologists Salary Schedule, attached as Appendix A, shall increase one percent (1%) retroactive to July 1, 2017. Each unit member will also receive a one time, off schedule payment equal to two (2.0%) of the unit members' 2017-2018 placement on the salary schedule. Payment will be made to each unit member employed by the District on June 1, 2018. 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 XX - ORGANIZATIONAL SECURITY: PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

20.1 Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 15 of any year. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for new unit members who sign such authorization after the commencement of the school year shall be made retroactively to the date of the commencement of duties.

20.2 With respect to all sums deducted by the District pursuant to authorization of the unit member, for membership dues, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

20.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article, **including certifying to the District that the Association has and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made, and timely informing the District if a unit member terminates such authorization.**

20.4 Upon appropriate written authorization from the unit member, the District shall deduct from the salary of the unit member and make appropriate remittance for annuities, credit unions, savings bonds, charitable donations, or any other plans or programs jointly approved by the District and the Association.

20.5 The Association and the District agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership until the window period established for revocation in Section 20.1. The District shall guarantee said maintenance of membership to the Association by enforcing payment of dues by member payroll deduction required under the terms set forth above ~~and provisions of the Education Code and Government Code Section 3540.1 (i) (1).~~

~~20.6 — Any unit member who chooses not to be a member of the Hart District Teachers Association, CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall pay to the Association a fee in an amount to be calculated by the Association under Section 20.11. The fees shall be payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 20.1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 20.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in E.C. Section 45061 and in the same manner as set forth in Section 20.1 of this Article. The unit member shall have the automatic payroll deduction take effect retroactively to the date of commencement of duties. There shall be no charge to the Association for such mandatory fair share service fee deductions.~~

~~20.7 — Any unit member who is a member of a religious body whose traditional tenets include objections to joining or financially supporting employee organizations shall not be required to join or financially support HDTA, CTA/NEA as a condition of employment; except that such unit member shall, on or before the fifth (5th) workday of the second month of employment authorize for payroll deductions or pay in either case in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:~~

- ~~(1) — Foundation to Assist California Teachers~~
- ~~(2) — American Red Cross~~
- ~~(3) — American Cancer Society~~
- ~~(4) — American Heart Association~~
- ~~(5) — Any other charity, approved in advance by both the Association and the District.~~

~~Such payroll deductions or in lieu payments shall be retroactive to the date of commencement of duties.~~

~~20.8 — Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 20.7 above, shall be made on an annual basis to the Association and the District as a condition of continued~~

exemption from the provisions of Sections 20.1 and 20.6 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented to the Association on or before the fifth (5th) workday of the second month of employment.

20.9 — Any unit member making payments as set forth in Sections 20.7 and 20.8 above, and who requests that the arbitration provisions of the Agreement be used in his or her behalf, shall be responsible for paying the Association reasonable costs of using said arbitration procedures.

20.10 — With respect to all sums deducted by the District pursuant to Section 20.6 above, the District agrees to remit promptly such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

20.11 — The Association/CTA bears the burden of proving to unit members described in Section 20.6 what proportion of expenditures goes to activities that could be charged to dissenting unit members as a service fee in Section 20.6. The dissenting unit member bears the burden of proof on all other issues, including that he/she made a proper objection to the use of the service fees.

Permissible expenditures that may be charged to dissenting unit member include the costs of collective bargaining, contract administration, and grievance adjustment. Impermissible expenditures include funds used to support candidates for office or political parties.

20.12 — A dissenting unit member objecting to the amount of the fee collected or the use of such service fees collected shall be notified early in the school year by the Association and/or CTA of his/her rights to object to and/or challenge the amount or use of the fee. The Association/CTA shall provide dissenting unit members of specific time lines for objections and/or challenges. A copy of the above information shall be provided to the District.

20.13 — During the first semester of each school year, there shall be one or more general or regional arbitration hearings to consider the fee challenges. Anyone who has met the time lines that year shall have his/her challenge considered by an impartial arbitrator. The unit member may provide written or oral testimony or evidence. Cost of the arbitrator shall be borne by the CTA.

20.14 — The arbitrator shall render a written decision within forty five (45) days. If the arbitrator determines that some portion of the fee should be returned to

~~the dissenting unit member, the funds with interest shall be returned expeditiously by the CTA.~~

~~20.15 During any challenge over fees, the CTA shall deposit the fees in an interest-bearing escrow account.~~

~~20.16 At the commencement of each school year, the Association shall provide the District with the amount of the service fee. This information shall be made available upon request to all unit members by the Association.~~

20.17 The Association agrees to hold harmless and indemnify the District and pay all legal fees and legal costs incurred in defending against any court action, grievance procedure, and/or administrative action before the Public Employment Relations Board challenging the application, legality or constitutionality of the ~~agency fee provisions of this Agreement or their implementation~~ **District deducting employees' membership dues and/or any claims made by employees regarding deductions made in reliance on information provided by the Association.**

The Association/CTA shall have the right to consult in good faith with the District regarding whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed.

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) 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)for one party. Member pays 100% of the difference for any premiums above the cost of Anthem Blue Cross PPO Full Network (80/20).

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) 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). 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). Member pays

100% of the total difference above Anthem Blue Cross PPO Full Network (80/20).

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) 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). 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). Member pays 100% of the total difference above Anthem Blue Cross PPO Full Network (80/20).

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 and enrolled in a Family Coverage plan 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 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 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
- 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
- 21.5 District Obligation
 - 21.5.1 Full-Time Unit Members:
 - 21.5.1.1 Flex 125 Plan
 - 21.5.1.1.1 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 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. 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)+ Delta Dental + Vision Service Plan + Blue Shield of California.

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 shall provide for each retiree, a supplement for fringe benefits equal to the cost of Kaiser Permanente 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 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.
- 21.6.1.3 The retiree shall make payments to the SISC prior to the 20th 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 2-party coverage for any length of time after retirement.
- 21.7 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 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 Vehicle Damage
- 21.9.1 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:
- 21.9.1.1 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.
- 21.9.1.2 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.
- 21.9.1.3 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.
- 21.9.1.4 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.
- 21.9.1.5 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.
- 21.9.1.6 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.

- 21.9.1.7 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.
- 21.9.1.8 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.
- 21.9.1.9 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.

21.10 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.

- 21.10.1 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.
- 21.10.2 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.
- 21.10.3 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 Options

- 21.11.1 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 The Association and District agree to ~~establish and implement a~~ **continue the** Special Education Task Force for the ~~2018-19~~ **2019-2020** school year to research and design special education program(s) for implementation in

the ~~2019-20~~ **2020-2021** school year that best meet the needs of special education students.

- 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.
- 25.5 All full time SC2, SC5 and TLC teachers that are not assigned a daily conference period shall receive an additional 1/6 pay for each semester without a conference period due to participating in Community Based Instruction (CBI). This 1/6 assignment shall not count against the total permissible 1/6 assignments at any school site as outlined in Article 8.9.
- 25.6 When determining the number of class preps for SC2, SC3, SC5, SC6, SC7 and SC8 teachers Article 7.13 will not apply. The District will attempt to limit the number of preps for unit members and maintain a reasonable distribution in these categories.