

CONTRACT AGREEMENT

WILLIAM S. HART
UNION HIGH SCHOOL
DISTRICT

and

HART DISTRICT
TEACHERS ASSOCIATION

July 1, 2014 through June 30, 2017

TABLE OF CONTENTS

ARTICLE I - AGREEMENT	1
ARTICLE II - RECOGNITION	2
ARTICLE III - DEFINITIONS	3
ARTICLE IV - ASSOCIATION RIGHTS	4
ARTICLE V - DISTRICT RIGHTS	6
ARTICLE VI - SCHOOL CALENDAR	8
School Term	
Staff Development Day	
Five Week Quarterly Progress Reports	
Quarter Report Cards	
ARTICLE VII - UNIT MEMBER WORKDAY	10
Professional Day	
Meetings	
Curriculum Realignment	
Teaching Preparations	
ARTICLE VIII - TEACHING HOURS	13
Teaching Hours	
Class Coverage	
Extended Day	
ARTICLE IX - SUPERVISION AND EXTRA-CURRICULAR DUTIES	19
ARTICLE X - EVALUATIONS	21
ARTICLE XI - OBSERVATION RESPONSIBILITIES OF DEPARTMENT/AREA CHAIRPERSONS	26
ARTICLE XII - CLASS SIZE	27
Class Size	
On-line Courses	
ARTICLE XIII - LEAVES	33
Sick Leave	
Attendance Incentive/Reward Program	
Maternity-Sick Leave	
Family Illness Leave	
Personal Necessity Leave	
Bereavement Leave	
Jury/Witness Leave	
Sabbatical Leave	
Association Leave	
Catastrophic Leave Bank	
ARTICLE XIV - TRANSFERS	49
Unit Member-Initiated Transfers	
District-Initiated Transfers	
ARTICLE XV - GRIEVANCE PROCEDURE	54

ARTICLE XVI - DISCIPLINE	59
ARTICLE XVII - SAFETY	68
ARTICLE XVIII - UNIT MEMBER TRAVEL	72
ARTICLE XIX - SALARIES	73
ARTICLE XX - ORGANIZATIONAL SECURITY: PROFESSIONAL DUES AND PAYROLL DEDUCTIONS	75
ARTICLE XXI - UNIT MEMBER BENEFITS	79
Health Benefits	
Life Insurance	
Vehicle Damage	
Personal Property	
ARTICLE XXII - LIBRARIANS	86
ARTICLE XXIII - CONTINUATION HIGH SCHOOL AND ACADEMY OF THE CANYONS	87
ARTICLE XXIV - INDEPENDENT STUDY PROGRAM	89
ARTICLE XXV - SPECIAL EDUCATION	90
ARTICLE XXVI - TEACHER INDUCTION PROGRAM	91
Peer Assistance and Review (PAR)	
ARTICLE XXVII - TEACHER ON SPECIAL ASSIGNMENT	99
ARTICLE XXVIII - LONG-TERM SUBSTITUTES	100
ARTICLE XXIX - REASSIGNMENT	101
Reassignment	
Department/Area Chairpersons	
ARTICLE XXX - TEMPORARY UNIT MEMBERS	103
ARTICLE XXXI - CONCERTED ACTIVITY	104
ARTICLE XXXII - MISCELLANEOUS PROVISIONS	105
ARTICLE XXXIII - SAVINGS	106
ARTICLE XXXIV - NEGOTIATION PROCEDURES	107
ARTICLE XXXV - COMPLETION OF MEET AND NEGOTIATION	108
ARTICLE XXXVI - SUSPECTED CHILD ABUSE REPORTING	109
ARTICLE XXXVII - ASSIGNMENTS AND CREDENTIALS	110
ARTICLE XXXVIII - SITE-BASED DECISIONMAKING	112
ARTICLE XXXIX - ACADEMIC FREEDOM	114

ARTICLE XXXX - COMMITTEES	115
APPENDIX A: TEACHER-LIBRARIAN-COUNSELOR-NURSE SALARY SCHEDULE ...	116
APPENDIX A: PSYCHOLOGISTS SALARY SCHEDULE	119
Salary Advancement	
Travel	
National Board Certification	
SPEECH & LANGUAGE PATHOLOGISTS (SLPs)	121
APPENDIX B: COUNSELORS,INDUCTION DIRECTOR, PROGRAM SPECIALIST, LIBRARIANS, SCHOOL DISTRICT NURSE AND DEPARTMENT/AREA CHAIRPERSONS SALARY SCHEDULE	125
APPENDIX C: EXTRA-CURRICULAR DUTIES SALARY SCHEDULE	127
APPENDIX D: SCHOOL CALENDAR	134

ARTICLE I - AGREEMENT

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Wm. S. Hart Union High School District ("District") and the Hart District Teachers Association/California Teachers Association/National Education Association ("Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, sections 3540-3549 of the Government Code ("Act").
- 1.3 This agreement shall remain in full force and effect (except as otherwise specified herein) from July 1, 2014 through June 30, 2017. The District and the Association shall reopen each year of contract, salary and health benefits plus three (3) articles at the discretion of either party. The District and the Association shall also reopen on any other issues of mutual interest.

ARTICLE II - RECOGNITION

- 2.1 The District recognizes the Association as the exclusive representative of all certificated employees, including librarians, counselors, psychologists, school district nurses, long-term substitutes, retirees teaching part-time, program specialists, speech and language pathologists, and excluding day-to-day substitutes, summer school teachers, consultants, adult education teachers, management, supervisory and confidential employees.
- 2.2 Any new job classification that is created by the District, which is appropriately included in the bargaining unit, shall fall within the terms and conditions of this Agreement that apply to teachers or librarians or counselors or psychologists or speech and language pathologists or school district nurses.

ARTICLE III - DEFINITIONS

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

ARTICLE IV - ASSOCIATION RIGHTS

- 4.1 Officers and designated representatives of the Association shall have the right to make reasonable use of District buildings and facilities for Association business at reasonable non-school hours, including lunch, when such buildings and facilities are otherwise not in use. Association officers or representatives shall notify the site administrator prior to such use and shall consult with the site administrator regarding the selection of appropriate buildings and facilities. The Association shall pay the District reasonable, actual verified costs incurred by the District which are over and above normal operating costs. This reasonable use shall be in accordance with Education Codes 7054, 7055 and 7056.
- 4.2 The Association may make reasonable use of the District duplication equipment with prior approval of the site administrator and, when requested, shall pay cost of materials and supplies. This reasonable use shall be in accordance with Education Code 7054.
- 4.3 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school in areas frequented by unit members. The Association may use the District email, mail service and unit members' mailboxes for communications to unit members. A copy of any information for general circulation shall be sent to the District through District mail service on the same day that general circulation occurs, in accordance with Education Codes 7054 and 7055.
- 4.4 Representatives of the Association shall be permitted to transact official Association business on school property, after notifying the principal, at all reasonable times, so long as transaction of such business does not interfere with the educational processes of the District.
- 4.5 Names of all unit members and addresses and telephone numbers, when authorized by unit members, shall be provided electronically upon request to any unit member by December 1 of each school year.
- 4.6 The District shall furnish the Association, in a timely manner, at least two copies of the board packet and all budgetary information presented to the Board in public session, for public information, and copies of county, state, and federal reports upon request.
- 4.7 No later than October 15 of each year, the District shall furnish the Association with the placement of unit members on the salary schedule as of October 1.
- 4.8 The District shall provide the Association with a complete current copy of Board Policies and Administrative Regulations

and shall furnish the Association with revisions in a timely manner.

- 4.9 Upon request, the District shall furnish the Association with information and materials reasonably necessary for the Association to fulfill its role as exclusive representative. Such information shall not include materials confidential to the bargaining process or presented to the Governing Board only in closed session.
- 4.10 The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law.
- 4.11 The Association leadership has the right to use the district email to communicate to their members for the purpose of informing the membership of association meetings, association voting dates, and informational items that come from the association leadership about association board and council meetings.

ARTICLE V - DISTRICT RIGHTS

- 5.1 This Article assures that the District retains all rights and powers it has not agreed to limit in other Articles of this Agreement. This Article is not intended, nor shall it be construed, to waive or otherwise diminish the rights of the Association or of unit members or the District as set forth in other Articles of this Agreement. The exercise of the following rights and authority by the District, the adoption of policies and practices in furtherance thereof, and the use of discretion in connection therewith, shall be limited only by the express terms of this Agreement, and then only to the extent such express terms are in conformance with the law. If there is a conflict between the retained rights of this Article and the rights of unit members or the Association as set forth in some other Article of this Agreement, the language of the latter shall prevail.
- 5.2 Subject to the foregoing qualifications, it is understood and agreed that all matters not enumerated in the Government Code Section 3543.2 and not limited by the terms of other Articles of this Agreement are reserved to the District. Included in, but not limited to those duties and powers are the right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals, objectives and programs, including those relating to curriculum, course content, textbook selection, equipment and supplies, admissions, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, pupil health and safety, pupil conduct and discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and the public with respect to such matters; insure the rights and educational opportunities of students; determine staffing patterns and class sizes, determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum and the kinds, types and amounts of supporting services; build, move, modify or remove facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and declare and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.
- 5.3 Any violation, misapplication or misinterpretation of the express terms of this Agreement that may follow from the declaration of an emergency may be subject to the Grievance Procedure, Article XV.
- 5.4 Any dispute arising out of, or in any way connected with either the existence of, or the exercise of any of the rights

of the District set forth hereinabove, or any of the rights of the District not limited by other provisions of this Agreement, or arising out of the exercise of any such rights, is not subject to the grievance and arbitration provisions of Article XV,1 unless the grievance in question is an allegation that the District has violated a provision of some Article of this Agreement whose violation is subject to the grievance and arbitration process.

ARTICLE VI - SCHOOL CALENDAR

6. The length of the school year shall be one hundred eighty (180) instructional days. In case of extreme necessity where the District shall close a school or schools, the District shall add to the calendar the number of days cancelled as a result of the emergency. The days shall be added only to the school or schools where necessary in order for the District to qualify for full state apportionment. The District shall consult with the Association before adding the days to the calendar.
- 6.1.1 When students are released under the provisions of Section 6.1, unit members shall also be released, providing there are no circumstances connected with the emergency which would necessitate the principal or designee requiring the unit member(s) to remain at work.
- 6.2 The school calendar shall be proposed no later than May 1st three years prior to the effective date and shall be similar to past practice. The current next three school calendars shall be found in Appendix D. For the purpose of developing the draft school calendar only, fall break has been the first Monday and Tuesday of October, winter break has been the three weeks between the end of first semester and beginning of second semester and spring break has been the first full week of April.
- 6.3 On the day that follows the last day of each semester the District shall provide a pupil-free workday in addition to the one hundred and eighty (180) days. These days shall be used by the individual unit member on campus for individual preparation and planning. A one-hour faculty meeting may be held before noon on the day which follows the conclusion of the first semester.
- 6.4 The District shall provide two (2) days for returning unit members and three (3) days for new unit members for teacher preparation prior and contiguous to the new school term. The second of the two days for returning unit members and the third of the three days for new unit members shall be used by the individual unit member for individual preparation and planning and shall be meeting-free.
- 6.5 Staff Development Day
- 6.5.1 The district will hold a staff development day during the 3-day period prior to the beginning of classes in August and held in conjunction with the teacher preparation days set forth in section 6.4. This staff development day will be the second of the three days for returning staff and the third of four days for new unit members.
- 6.5.2 All Unit members, including teachers, librarians, counselors, speech and language pathologists, and other certificated positions, shall be included in the Staff Development

opportunities. This Article specifically excludes District Psychologists.

6.6 Five Week Quarterly Progress Reports

6.6.1 Unit members shall turn in such progress reports on the morning of the first workday after the progress report date in the calendar.

6.7 Quarter Report Cards

6.7.1 Report cards shall be due as specified for Progress Reports, Section 6.6.1, except as follows:

6.7.1.2 End-of-the-Semester Report cards shall be due the last work (in-service) day of the semester.

6.8 The days of Back to School Night and Open House shall be minimum days for students and unit members. Unit members may leave when their preparations are complete.

ARTICLE VII - UNIT MEMBER WORKDAY

- 7.1 The District recognizes that the varying nature of a unit member's day-to-day professional responsibilities does not lend itself solely to an instructional day of rigidly established length. Except as specified in Section 7.11, the unit member's workday shall be defined as a "Professional Day."
- 7.1.1 The unit member workday shall be defined as a "Professional Day." Unit members shall arrive at the assigned site prepared to perform their duties and may leave when their professional duties are satisfactorily completed.
- 7.2 The Association and the District share the belief that educators have professional responsibilities to foster and contribute to improved curricular programs. Duties assigned by the principal or designee shall not result in a lengthening of the unit member's workday except for the following: faculty meetings, departmental meetings, district curriculum meetings, department/area chairpersons meetings as assigned the individual unit member, occasional parent conferences and the following occasional adjunct responsibilities assigned the individual unit member: parent advisory council meetings, school curriculum meetings, special education meetings, accreditation meetings and meetings of other groups for school and District operation and improvement.
- 7.2.1 If a unit member is requested by the site administrator to attend a parent conference involving parents of more than one student, there shall be a site administrator (principal or assistant principal) in attendance at this conference, if the unit member so requests.
- 7.2.2 After ten (10) IEP meetings attended outside of the professional day, a unit member shall receive the hourly rate for each hour of IEP attendance that falls outside of the member's professional day.
- 7.3 Faculty meetings, departmental meetings, District curriculum meetings and department/area chairpersons meetings shall normally not be called more than once each month. Exceptions shall occur only in cases of necessity.
- 7.3.1 Generally all regularly scheduled faculty and department meetings are to last no longer than seventy-five (75) minutes.
- 7.4 The adjunct responsibilities listed above shall be identified and assigned as early in the school year as possible and be as equitably assigned as possible. The District shall actively seek volunteers among the unit members at the affected school.
- 7.5 The scheduling of duties shall be done in such ways as not to intentionally extend the unit member's workday, if other reasonable meeting times can be arranged.

- 7.6 The unit member workday shall begin at a time similar to past practice, within the limits of seven (7) and nine (9) a.m. Unit members may be assigned to full-time special or experimental programs that begin and end later in the day.
- 7.7 In addition to the limited discretion allowed in Section 7.1, the District shall have the right to release unit members from their duties without loss of pay for any portion of the unit member's workday at the sole discretion of the District.
- 7.8 Counselors must be at the worksite a period of time equal to teachers at that site.
- 7.9 If a counselor is required to work on a regular basis outside the normal workday in special or experimental programs, that counselor shall be granted equivalent release time.
- 7.10 Unit members assigned to full-time special or experimental positions shall normally work no longer than the maximum workday of other unit members assigned to the same job classification.
- 7.11 The workday of psychologists and school district nurses under the supervision of the Administrator of Special Education shall be no longer than eight (8) hours, including lunch as defined in 8.7.
- 7.12 Curriculum Realignment
- 7.12.1 Curriculum realignment is defined as, and is limited to, District-level initiated and directed programs designed and intended to link, coordinate, change, and adjust existent and current curriculum and courses of study.
- 7.12.2 Curriculum realignment may include examination of, review of, and/or participation in District-selected existent courses of study; State and other documents and models; decisions on changes and adjustments of District courses; discussion, planning, and writing sessions to accomplish the realignment.
- 7.12.3 The District shall actively seek volunteers among unit members. Unit members selected by the District to participate in afternoon, evening, weekend, or vacation period curriculum realignment writing sessions shall be paid the current hourly rate. The method of payment shall be mutually agreed upon by the District and unit member(s) and shall be uniform within a group.
- 7.13 Each teaching unit member shall normally have no more than three (3) teaching preparations during the regular school day. Any additional assignments shall be final only after documented consultation with the affected unit member, the appropriate department chairperson, and the principal or administrator in charge of scheduling.
- 7.14 In the event that a unit member is required to teach in different locations on their assigned campus, the total number

of locations shall be no more than three (3) in any one school year unless remedied by a single location in the second semester.

ARTICLE VIII - TEACHING HOURS

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

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

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

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

No District-initiated transfer under the provisions of this section shall affect a particular unit member for longer than one (1) full school year without voluntary consent and will not affect a particular unit member in successive years.

- 8.2 Teachers at schools other than continuation high school shall have five (5) assigned periods per week on campus set aside primarily for preparation and planning. These periods may also be used for referral conferences and parent conferences. These periods shall normally be duty free with the following exceptions:
 - 8.2.1 Emergencies not related to class coverage
 - 8.2.2 Class coverage only in cases of extreme necessity -- an extreme necessity shall be defined as a need prompted by an unplanned, unscheduled, or unforeseen event or circumstance.
 - 8.2.3 Occasional meetings
- 8.3 Class coverage may be required in cases of emergencies or extreme necessity under the following conditions:
 - 8.3.1 Class coverage shall not be required duty where one-half (1/2) day or more of coverage is required for the individual unit member who is absent, except in cases where the District is unable to obtain a qualified substitute. The District shall keep a record of all such cases and provide, upon request by the Association, verification of such case to the Association.
 - 8.3.2 Class coverage shall be assigned in advance when possible, taking into consideration the need for the preparation period by individual unit members, and the special qualifications, if any, required for the particular class coverage involved.
 - 8.3.3 Class coverage shall be assigned as equitably as possible among unit members. An on-deck system by which a unit member is assigned coverage for a set time period (e.g., one week) shall not be considered equitable. No unit member shall be required to cover more than one (1) class per school week unless all other available unit members have covered a class that week.
 - 8.3.4 Records of class coverage shall be kept by the principal or designee and readily available for inspection by any affected unit member regularly assigned to that school site.
- 8.4 Teachers, counselors and Librarians shall be compensated for class coverage at the hourly rate of pay for no less than a minimum of one (1) hour for each class covered.
 - 8.4.1 Class coverage bank hours
 - 8.4.1.1 For class coverages, a unit member shall be offered a choice of compensation: one hour of professional pay or "bank" hours. For each six (6) hours "banked," one (1) "comp" day up to 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 6th 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 6th period.

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

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

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

- REACH Coordinator
- Safe Schools Ambassador Advisor
- Band Director
- Instrumental Music Director

- Choir Director
- Pep Advisor
- Drill Team Advisor
- Flag Team Advisor
- Yearbook Advisor
- Newspaper Advisor
- Drama Advisor
- Dance Production Advisor
- ASB Advisor
- Intervention Coordinator
- Professional Development Coach
- English Language Development Coordinator
- Athletic Director
- Any "Head Coaching" Position

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

- Any non-Head Coaching Position

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

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

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

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

- 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 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 five (5) 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 three (3) 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 three (3) 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 1st 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.
- 8.9.4 Teaching a Daily 6th Period is strictly voluntary for all unit members.
- 8.9.5 This program does not relieve the district from awarding compensation periods as described in 12.8.1.2.
- 8.9.6 Selection Criteria for Unit Members to Teach a Daily 6th Period:
 - 8.9.6.1 All positions must be posted through district HR.
 - 8.9.6.2 When multiple qualified candidates apply for the same position, the assignment will go to the most senior unit member at that particular site in the department in which the Daily 6th Period will be taught. Unit members may hold the position for two (2 consecutive) semesters and then other qualified unit members must be given the opportunity to teach that particular assignment. If there are still multiple qualified candidates, the next most senior unit member shall receive the assignment.
 - 8.9.6.3 When all qualified unit members have had the opportunity to teach a daily 6th period the unit member who has had the longest time since their most recent daily 6th period assignment shall receive the assignment.
 - 8.9.6.4 No unit member may teach a daily 6th period for more than four (4) consecutive semesters.
- 8.9.7 Compensation for Teaching a Daily 6th Period
 - 8.9.7.1 For each semester a Daily 6th Period class is taught by a unit member they will receive a factor of .083 of their current year's placement on the salary schedule.
 - 8.9.7.2 Payment for Daily 6th Period classes taught in the Fall semester must be paid in equal monthly installments from July through December. Payment for Daily 6th Period classes taught in the Spring semester must be paid in equal monthly installments from January through June. If the assignment is not received in time to receive 6 monthly installments, the compensation is to be equally divided between the remaining months of that semester.

ARTICLE IX - SUPERVISION AND EXTRA-CURRICULAR DUTIES

- 9.1 "Supervision duties" are duties related to the supervision of students and include but are not limited to bus duty, campus supervision, after school study supervision and required participation in student clubs and activities (other than those "Extra-Curricular Duties" listed in Appendix C).
- 9.2 "Extra-Curricular Duties" means those duties which are enumerated in Appendix C.
- 9.3 Extra-Curricular Duties shall be voluntary and at the rates specified in Appendix C.
- 9.3.1 All extra assignments that involve compensation shall be properly posted so that all qualified unit members have the opportunity to apply for said positions.
- 9.4 Unit members may be required to perform supervision duties under the following conditions:
 - 9.4.1 Each unit member may be required to perform not more than five (5) hours of supervision duties per school year beyond the workday.
 - 9.4.2 At each school site, supervision duties beyond the workday will be as equitably assigned as possible and records shall be kept which shall be available to affected unit members.
 - 9.4.3 Unit members shall be given a choice or choices of assignments when practicable and a minimum of one (1) week's notice whenever possible.
 - 9.4.4 Supervision of activities such as dances and other activities shall normally end shortly after the conclusion of the event.
 - 9.4.5 Campus, sidewalk, bus and after-school study supervision may be required within the unit member's workday, except for the duty-free lunch and relief periods, providing that such supervision by teachers shall be credited towards the five (5) hour limitation in Section 9.4.1 above for those teachers.
 - 9.4.6 Supervision duties shall not be required on non-school days except high school graduations and junior high promotions which may occur on a day immediately subsequent to a school or in-service day.
 - 9.4.7 A principal may credit towards the five (5) hour limitation unit member time spent in approved club sponsorship.
 - 9.4.8 Counselors shall not be required to perform supervision duties the twenty (20) minutes before and the thirty (30) minutes after the regular daily assignment of the individual.

- 9.4.9 Unit members shall be paid at the hourly rate for supervision duties requested beyond the five (5) hour limitation in Section 9.4.1.
- 9.5 Supervision of high school graduations shall not be included as part of the five (5) hour limitation and Section 9.4.9 shall not apply.
- 9.6 Supervision of high school graduation ceremonies and junior high promotions shall occur under the following conditions:
 - 9.6.1 Supervision shall be limited to two (2) hours.
 - 9.6.2 There shall be a choice of supervision assignments, including assignments not requiring participation in the ceremony.
 - 9.6.3 Should the unit member choose to participate in the ceremony in which caps and gowns are required to be worn, they shall be provided by the District.

ARTICLE X - EVALUATIONS

- 10.1 It is agreed by the parties that a principal objective of the evaluation of unit members is to maintain or improve instructional competencies in the District. It is further agreed that this objective can be more readily achieved by a willingness on the part of both parties to assist all unit members, but especially less experienced unit members, in improving their professional skills. This paragraph is expressly excluded from the provisions of Article XV, Grievance Procedures.
- 10.2 Each probationary unit member shall receive a minimum of one (1) written evaluation per school year at a conference between the unit member and the evaluator. At least one (1) written evaluation shall take place on or before the unit member's last regularly-scheduled workday in December of the school year.
- 10.3 Each permanent unit member shall receive a minimum of one (1) written evaluation every other school year at a conference between the unit member and the evaluator, except as may be modified in accordance with Section 10.3.1. If only the minimum of one (1) required evaluation every other year is given, it shall take place prior to March 1st of the school year in which it is given. Nothing in this paragraph shall preclude the evaluator or designee from conducting observations and/or evaluations each year.
- 10.3.1 Each permanent unit member who has been employed at least ten (10) years with the District, is highly qualified, as defined by California in compliance with No Child Left Behind, and whose previous evaluation rated the member as "Meets or Exceeds District Standards" shall receive a minimum of one (1) written evaluation every five (5) school years at a conference between the unit member and the evaluator. This process may only be used if the evaluator and the unit member being evaluated agree. Either party may withdraw consent at any time. If only the minimum of one (1) required evaluation every five (5) years is given, it shall take place prior to March 1st of the school year in which it is given. Nothing in this paragraph shall preclude the evaluator or designee from conducting observations and/or evaluations each year.
- 10.4 Copies of the evaluations shall be distributed as follows:
- unit member
 - district personnel file
 - evaluator
- 10.5 No later than the end of the seventh (7th) school week, the unit member shall submit to the evaluator the unit member's goals/objectives/expectations of student progress. The unit member may also comment on possible constraints, other matters relating to classroom duties, other duties known at that time and other matters relating to the evaluation. The unit member

may request a meeting with the evaluator to discuss the evaluation elements referred to in this paragraph.

- 10.6 The evaluator shall, within thirty (30) days, return a copy of the material referred to in Section 10.5 above to the unit member with possible modifications or suggestions. Should the unit member disagree with these modifications, a statement of the disagreement may be attached to the evaluator's copy and the unit member may request a meeting with the evaluator, unit member and department/area chairperson to attempt to resolve the disagreement. The unit member may appeal any unresolved disagreement to the Assistant Superintendent, Human Resources for a decision which shall be final and binding.
- 10.7 Should the unit member or the evaluator believe, during the course of the evaluation period, that new circumstances have arisen which may require modification of the goals or objectives or other statements, they may be discussed and processed again as in Section 10.5 and Section 10.6 above, but at least one (1) month before the due date of the evaluation.
- 10.8 Prior to a formal, written evaluation dealing with classroom competencies, the evaluator or designee shall conduct a minimum of two (2) classroom observations of the unit member. One such observation shall be for a minimum of a full period and at least one other shall be for a minimum of twenty (20) minutes. Nothing in this paragraph shall prevent the unit member from inviting District representatives to observe specific classes.
- 10.9 Whenever the first or only written evaluation in a school year contains an "unsatisfactory" rating, a minimum of three (3) observations shall precede that evaluation. There shall also be a minimum of one documented, recommended intervention/improvement support activity post observations, provided by administration between each of the three (3) observations to help improve the member's ability to reach standards set forth by the California Department of Education.
- 10.9.1 A formal evaluation in one year may relate to professional and instructional competencies demonstrated in the previous year but after a prior evaluation.
- 10.10 Observations shall generally be scheduled by agreement between the unit member and the observer. This shall not preclude the observation being made without prior agreement, at the discretion of the evaluator or designee, nor preclude other visitations by District administrative personnel at the discretion of the District.
- 10.11 When observations are scheduled at least one (1) day in advance, the unit member shall present the observer with a brief lesson plan for that class at the time of, or before, the observation. The brief lesson plan shall contain the objectives of the lesson, the methods to be used and other relevant information.

- 10.11.1 All classroom observations that are to be used as a basis for evaluation shall be written on the District Observation Form. Two signed copies of the Observation Form shall be provided the unit member within five (5) school days of the observation. The unit member shall sign and return one (1) copy of the Observation Form to the Evaluator within five (5) school days of receipt, signifying that the unit member has seen, understood and received a copy thereof. The unit member may affix comments or any other documentation to the Observation Form which shall become permanent attachments to all copies. The unit member or the Observer may request a meeting to discuss the observation, and such meeting shall occur within five (5) school days of the request. The Evaluator shall maintain a permanent observation file for each unit member assigned to that site. The observation file may be inspected by the unit member on request. In the event that a unit member is transferred, the permanent observation file shall be forwarded to the new site.
- 10.11.2 All nonclassroom-teaching unit members not receiving formal classroom observations shall, in any year when receiving a written evaluation, receive a conference with the evaluator prior to the end of the first semester. At this conference goals and objectives shall be discussed, along with any other aspects of the unit member's performance, as related to the criteria included on the evaluation form.
- In the event that the evaluator determines that the unit member is deficient in any area of performance to the extent that it could result in a formal, written evaluation which contains a "needs to improve" or an "unsatisfactory," such deficiency, as related to the criteria indicated on the evaluation form, must be reduced to writing within five (5) days of the conference, and two (2) signed/dated copies presented to the unit member. The unit member shall have five (5) days to sign and return one (1) copy, and may attach whatever responses or documents the unit member deems appropriate. These documents shall be entered into the evaluator's file on the unit member in accordance with the provisions of 10.11.1 above.
- It is the intent of this subsection to preclude the possibility of an evaluation containing a "needs to improve" or an "unsatisfactory" in the absence of reasonable advance warning and an opportunity for improvement to take place. Nothing in this subsection shall preclude disciplinary action being taken, and being reflected in a subsequent evaluation, in the event of flagrant misconduct.
- 10.11.3 The evaluator of District psychologists, school nurses, Teacher On Special Assignment (TOSA), District Student Partnership Program teachers, speech and language pathologists, and program specialists shall be the Assistant Superintendent or his/her District-level management designee.

- 10.12 The District shall, in cases where a major component of the evaluation is marked less than "Meets or Exceeds District Standards," make specific recommendations as to areas of improvement in the unit member's performance and endeavor to assist the unit member in such performance. Such assistance shall include opportunities to visit and observe other classes.
- 10.13 Unit members, except for PAR consulting teachers and PAR Panel members, shall not be assigned to participate in the evaluation of other unit members. No unit member shall be required to report an assessment of his/her own performance.
- 10.14 The evaluation of a unit member shall not be based upon unsubstantiated statements. Evaluations shall be based upon observation and/or substantiated information.
- 10.15 The forms used for the evaluation of unit members shall be uniform throughout the District for each job classification. The forms used by the evaluator or designee to report on the observations specified in Sections 10.8 through 10.11.1 shall be uniform throughout the District.
- 10.15.1 The District and the Association agree to include state-adopted revisions to the standards for the teaching profession to the District evaluation form. Any future revisions to the state CSTP will automatically trigger an update to the District evaluation form.
- 10.16 No evaluation of performance shall be predicated upon information or material which has been received by the evaluator or District from others (such as parents or citizens) or is developed by the Evaluator or other administrators of the District unless the following procedures have been followed:
- 10.16.1 With regard to information received from others (such as citizens, parents or guardians), the unit member shall first have been given written notice of same within five (5) workdays of the time at which the administrator has decided the complaint may be legitimate and warrants further action and shall have the opportunity to have a conference to discuss the matter with the principal or designee, and if so desired by the unit member, an Association representative. The interested party (citizen, parent or guardian) shall be invited to the conference.
- 10.17 No negative evaluation shall be predicated upon a unit member's use of controversial teaching materials and/or activities providing that these teaching materials and/or activities are consistent with the subject, the age and maturity levels of the students and the District's educational and curriculum guidelines and policies.

- 10.18 The unit member being evaluated shall sign and return the evaluation forms within five (5) school days of receipt, signifying that the unit member has seen, understood and received a copy thereof.
- 10.19 The unit member may respond in writing to any evaluation and may attach written comments from staff members of the school to the evaluation forms. Such responses and written comments shall be permanently attached to all copies of the forms.
- 10.20 The evaluation of unit members, except for alleged violations of procedural matters, shall not be subject to the Grievance Procedure, Article XV.
- 10.21 The evaluation of unit members pursuant to this Article shall not be based upon the use of publishers' norms established by standardized tests. The evaluation of unit members shall not be based solely on the member's regular use or non-use of a specific instructional methodology.
- 10.22 The Association and the District will collaborate on the implementation of any state mandates in regards to teacher evaluation.

ARTICLE XI - OBSERVATION RESPONSIBILITIES OF DEPARTMENT/AREA CHAIRPERSONS

- 11.1 The duties of department/area chairpersons shall include, but not be limited to the following:
- 11.2 Observation of Unit Members:
 - 11.2.1 Department/area chairpersons shall observe a unit member at the request of the affected unit member, the department/area chairperson, or the principal on an as needed basis. When necessary, the principal shall make the final determination as to which observations are needed after consultation with the affected unit member and/or department/area chairperson.
 - 11.2.2 The department/area chairperson shall coordinate such observations with the principal and shall have released time for such observations when necessary.
 - 11.2.3 Within five (5) school days of such an observation, the department/area chairperson shall meet with the unit member involved and discuss the observation. At such a meeting, the department/area chairperson shall give the affected unit member appropriate recommendations, commendations, and suggestions.
 - 11.2.4 Within five (5) school days of the conference with the unit member, the department/area chairperson shall give to the principal a written statement that the observation was held and appropriate recommendations, commendations, and suggestions have been made. The department/area chairperson may and is encouraged to provide the principal with appropriate and constructive written recommendations, comments and suggestions. This observation shall not supplant the formal observation and evaluation delineated in Article X of this
 - 11.2.5 The department/area chairpersons shall be consulted a minimum of once each semester by the PAR consulting teachers for input about the individual department/area chairperson's probationary teachers with whom the consulting teacher is working.

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-five (35) students who are offered six (6) classes by the District X 1.2 and/or one (1) teacher per thirty-five (35) students who are offered five (5) classes by the District. This adjustment to the staffing ratio is temporary and will expire on June 30, 2015. Over the 2015-16 and 2016-17 school years, staffing ratios will return to the levels outlined in the contract for academic years 2006-08. The reductions will be by an increment of two (2) students for the 2015-16 school year and by one (1) additional student for the 2016-17 school year.
- 12.1.2 Comprehensive Senior High Schools (Grades 9-12): One (1) teacher per thirty-six (36) students who are offered six (6) classes by the District X 1.2 and/or: one (1) teacher per thirty-six (36) students who are offered five (5) classes by the District. This adjustment to the staffing ratio is temporary and will expire on June 30, 2015. Over the 2015-16 and 2016-17 school years, staffing ratios will return to the levels outlined in the contract for academic years 2006-08. The reductions will be by an increment of two (2) students for the 2015-16 school year and by one (1) additional student for the 2016-17 school year.
- 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 ESL students: number of classes X .5
- 12.3.4 Vocational students X .2
- 12.3.5 Remedial P.E. students X .2
- 12.3.6 Experimental program students X 1.0
- 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, 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 Increase all class size limits by 3 (three) where it is legal and safe to do so. This adjustment to class size limits is temporary and will expire on June 30, 2015. Over the 2015-16 and 2016-17 school years, class size will return to the levels outlined in the contract for academic years 2006-08. The reductions will be by an increment of two (2) students for the 2015-16 school year and by one (1) additional student for the 2016-17 school year.

12.8.1.1

	Comprehensive High Schools	Junior High Schools
English	39 students	38 Students
Mathematics	39 students	38 students

Social Studies	39 students	38 students
Science	39 students	38 students
Foreign Language	39 students	38 students
Business (non-machine)	39 students	38 students
Business (machine)	39 students or number of machines, whichever is less	38 students or number of machines, whichever is less
Physical Education (except Athletic PE and team activities)	58 students	56 students
Industrial Arts	33 students	33 students
Home Economics	33 students	33 students
Art	35 students	35 students
English Lab (Remedial)	28 students	28 students
Driver Education/health	43 students	N.A.
Drama	39 students	39 students

- 12.8.1.2 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 receive one (1) period of compensation time per student over the limit. 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.
- 12.8.1.2.1 The unit member may use accrued periods either a period at a time (1/6) or, when having sufficient periods, as a full day.
- 12.8.1.2.2 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. Any unit member who does not use these compensation periods during the school year in which they were accrued will lose them without any other compensation.
- 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 librarian assigned to the library at each comprehensive school in the District.
- 12.9.1 New comprehensive high schools that require librarians on staff, but do not have students enrolled, shall follow a traditional five-day workweek. Additional credentialed 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 Special education classes shall have class size maximum that do not exceed state maximum limitations for a period of ten (10) working days or more, prior to the time the District initiates action to remedy the situation.
- 12.13 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.
- 12.14 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.
- 12.15 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.
- 12.16 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.

- 12.17 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).
- 12.18 There shall be a minimum of one (1) school district nurse assigned to the District.
- 12.19 On-line Courses
- 12.20 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.
- 12.20.1 Class size in an online course shall be in conformance with class size limits outlined in section 12.8.1 of the Contract Agreement.
- 12.20.2 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.
- 12.21 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 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.
- 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.

13.2.4.1 Up to three days of Personal Necessity may be taken for religious holidays without being counted against the attendance incentive program.

13.2.5 All full-time unit members on unpaid leave during part of the school year shall be included on the list called for in Section 13.2.3 above, provided that they have met the requirements of this Section. The number of allowable days of any combination of family illness, personal necessity, and/or sick leave and the number of days credited under the AIRP shall be as follows:

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

13.2.5.1 For purposes of this Section, one quarter shall be equivalent to the minimum number of school weeks in any one (1) of the calendar quarters for the year in question.

13.2.5.1.1 Part-time unit members on leave shall be credited with a pro-rata share of the days listed above.

13.2.5.1.2 Section 13.2.6 is also applicable to the unit members who qualify under this Section.

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

13.2.7 The actual maximum total payment in any one (1) year by the District shall not exceed the funds available in the AIRP fund. The District shall make payment from the fund in accordance with Section 13.2.5 above and with the true and actual cost of the substitutes employed for the sick days credited as above and the daily rate of pay of the unit members taking these sick leave days, on a first come-first served basis. If the fund is exhausted, then the unit member shall first use the current year's entitlement, then any accumulated sick leave, then extended illness leave, until the beginning of the following school year. If the AIRP fund is

not exhausted, then the days credited shall be treated as any days provided for in Section 13.1

- 13.2.8 The District shall furnish the Association a full, complete, and true accounting of the AIRP fund within sixty (60) calendar days after the end of each school year.
- 13.2.9 When a unit member leaves the District, sick leave days credited under AIRP to the unit member shall be treated as any other sick leave days.
- 13.3 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 shall provide unit members, male or female, who are natural or adoptive parents, an unpaid leave of absence for the purpose of rearing the unit member's child.
- 13.8.3 The length of the leave shall be for not more than one (1) year. The unit member may request and shall be granted leave for 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 for each additional leave under this Section.
- 13.8.5 The unit member shall notify the District of such intent four (4) weeks prior to the anticipated date of the leave.
- 13.9 Jury/Witness Leave:
- 13.9.1 The District shall grant to members of the bargaining unit called for jury service in the manner provided by law, or subpoenaed to appear as a witness in court other than as a litigant (except for cases resulting from Section 21.10), or to respond to an official order from another governmental jurisdiction, for reasons not brought about by the connivance or misconduct of the unit member, leave of absence without loss of regular pay for the time the unit member is required to perform jury duty or appear under the official order during regularly assigned working hours.
- 13.9.2 Unit members so called for jury duty or other service described above must notify the District of required service date(s) upon receiving said notice from officers of the Court or other governmental jurisdiction.
- 13.9.3 In computing such pay, the unit member shall first endorse the check received for jury or witness fees to the District. The District shall issue to the unit member the normal salary warrant in the full amount due. Mileage and incidental expenses that may be included within the jury/witness fees tendered the unit member shall not be included in computing the unit member's salary payment.
- 13.10 Association Leave:

- 13.10.1 Association Officers and designated representatives shall be granted collectively thirty (30) days of paid leave each school year for attendance at local, state, or national conferences or to conduct other normal or regular business pertinent to Association affairs.
- 13.10.2 Such normal or regular business shall not be disruptive to the District. The Association officers or designated representatives, or both, shall be excused from school duties upon two (2) days' advance notification to the District by the Association President.
- 13.10.3 This leave is not cumulative. The Association shall reimburse the District for each day of leave taken at the daily rate paid a daily substitute.
- 13.10.4 Association officers or designated Unit members shall be granted a maximum of five (5) periods of release time per school day from all teaching and/or other contractual duties for each semester. Two of these periods shall specifically be designated for the Association president. This release time shall be granted under the following conditions:
- 13.10.4.1 The purpose of this release time shall be such that the unit members so designated shall be involved in contract maintenance, grievance processing, membership monitoring, and/or communications and consultations with the District and/or unit members.
- 13.10.4.2 The Association shall notify the District in writing by May 15 or December 1 of the names of the Unit members who shall be granted the one (1) hour release time per school day, as indicated in 13.11.4 above, for the following semester.
- 13.10.4.2.1 If a counselor, librarian, psychologist, or nurse is designated for the release time, the Association shall meet with the District or immediate supervisor to discuss and arrange the most practical schedule for release time.
- 13.10.4.3 The District shall apply for mandated cost reimbursement from the state for the release time indicated above. The Association shall reimburse to the District one-sixth (1/6) of the total compensation (salary and fringe benefits) for up to four unit members receiving the release time less the amount of reimbursement from the state. This reimbursement shall be based on Step One, Column One of the salary schedule, the vision life, and dental benefit, and the average of the three most selected HMO health plans.
- 13.10.4.4 The District shall not seek reimbursement from the Association for one period, and related benefits, as identified above for the Association president's release time.
- 13.11 Military Leave:
- 13.11.1 A member of the bargaining unit shall be granted military leave according to the provisions of the Education Code. The

unit member shall be required to request military leave in writing and supply the District with "orders" and status reports.

13.12 Exchange Teaching Leave:

13.12.1 The District may grant at its discretion an exchange teaching leave at full pay according to the provisions of the Education Code, upon verification from the appropriate agency or institution.

13.13 Legislative Leave:

13.13.1 Upon written request, a member of the bargaining unit who has been elected to the legislature shall be granted by, and in accordance with, the provisions of the Education Code, a legislative leave.

13.14 Other Unpaid Leaves:

13.14.1 Except for emergency situations, verified to the satisfaction of the District, requests for unpaid leave of absence for the following semester or year will be denied which are presented after May 15. Requests for unpaid leave for second semester shall be denied unless a replacement satisfactory to the District is available.

A unit member granted an unpaid leave of absence for verified personal illness of a serious nature may be provided with District-paid health benefits as selected by the District. The District shall make the determination to grant such District paid health benefits based upon disruption to the educational program and/or cost effectiveness to the District.

Upon request and under the given conditions stated below, the District, at its option, may grant unit members the following unpaid leaves:

13.14.1.1 Medical Leave - Leave may be granted for the improvement of impaired health of the unit member, the parents of the unit member or the unit member's spouse, the unit member's spouse, or children (natural or adopted), or any other person regularly residing in the household of the unit member. The request for such leave shall be accompanied by a physician's report establishing the necessity for such leave.

13.14.1.2 Travel and/or Study Leave - Leave may be granted for study leading to an advanced degree or for independent study at an accredited four (4) year college or university, for research and/or planned travel which shall be of benefit to the District. The request for travel and/or study leave shall be accompanied by an outline of how the travel and/or study shall benefit the District. Upon return from travel/study leave, the unit member shall submit to the District within thirty (30) days a comprehensive report of the travel and/or study completed.

- 13.14.1.3 Peace Corps or Vista Program Leave - Participation in these programs must be full-time.
- 13.14.2 In the cases of Study Leave, Peace Corps or Vista Program Leave, the request for such leave shall be accompanied by verification from the appropriate agency or institution.
- 13.14.3 The length of the unpaid leaves listed shall be for one (1) semester or one (1) school year. The unit member may request an extension. Requests for extension must be accompanied by a statement detailing reasons for the extension and shall be granted at the option of the District. Requests for extension must conform to the provisions of Sections 13.15.5 or 13.15.5.1 below.
- 13.14.4 The unit member may obtain District benefit coverage as provided for in Article XXI at his/her own expense.
- 13.14.5 When an unpaid leave is approved for the first semester only, the unit member must notify the District in writing, personally delivered, or mailed and postmarked, at least forty-five (45) calendar days prior to the end of the first semester, of intent to return to paid employment for the second semester. Failure to do so may be good cause for the District to extend the unpaid leave for the second semester. Prior to October 15, the District shall mail a response form to the unit member's last known address for this purpose.
- 13.14.5.1 When an unpaid leave is approved for the second semester only or for the full school year, the District shall notify the unit member by United States certified mail with return receipt requested, mailed to the unit member's last known address, prior to May 15, that if the unit member fails, without good cause, prior to July 1 to notify the District in writing, delivered in person or by mail, of intention to remain or not to remain in the service of the District, as the case may be, during the ensuing school year, the unit member may be deemed to have declined employment and the unit member's services as an employee of the District may be terminated on June 30 of that year. A response form shall accompany this notice, including a copy of Education Code Section 44842.
- 13.14.6 The unit member shall be placed on the step and column on the salary schedule for which the unit member was eligible when the leave was granted, unless a step or column change is appropriate.
- 13.14.7 In cases where a request for one (1) of the unpaid leaves listed in Sections 13.15.1.1, 13.15.1.2 and 13.15.1.3 above is denied by the District, the District shall provide the unit member with specific reasons for the denial.
- 13.14.8 The denial of an unpaid leave shall not be subject to the Grievance Procedure, Article XV.
- 13.15 Miscellaneous Leave Provisions:

- 13.15.1 Unless otherwise provided in this Article, a unit member on a paid leave of absence shall continue to receive, during the term of the leave, benefit coverage, and the District shall continue normal retirement contributions. The unit member shall also receive annual salary increments which may be provided during the leave.
- 13.15.2 Unless otherwise provided in this Article, unit members on unpaid leaves of absence may continue benefit coverage with the District insurance carriers by making full and complete payments to the insurance carriers through the District.
- 13.15.3 Unit members on unpaid leaves of absence of more than twenty-five percent (25%) of a year shall not receive annual salary increments. However, units earned during such leaves shall be credited to the unit member's record in the appropriate and usual manner.
- 13.16 Catastrophic Leave Bank
- 13.16.1 The Association and the District shall create the Hart District Teachers Association Catastrophic Leave Bank effective July 1, 1992.
- 13.16.2 Days in the Catastrophic Leave Bank shall accumulate from year to year.
- 13.16.3 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Bank participant.
- 13.16.4 The Hart District Teachers Association Catastrophic Leave Bank shall be administered by a three (3) member committee appointed by the President of the Association. The District Assistant Superintendent, Human Resources/Designee shall also serve on the committee as a non-voting member.
- 13.16.5 All unit members on active duty with the District are eligible to contribute to the Bank.
- 13.16.6 Participation in the Bank is voluntary, but requires contributions (via written authorization) to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 13.16.7 Unit members who elect not to join the Bank upon first becoming eligible have a waiting period of 45 days after joining the Bank before becoming eligible to withdraw from the Bank.
- 13.16.8 The contribution will be authorized by the unit member and continued from year to year until cancelled by the unit member.
- 13.16.9 Cancellation occurs automatically whenever a unit member fails to make his/her contribution. Cancellation may be effected at any time and the unit member shall not be eligible to draw

from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member effects cancellation.

- 13.16.10 Contributions shall be made between July 1 and October 1 of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Bank to all new members and those returning unit members.
- 13.16.11 The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5.
- 13.16.12 If the number of days in the Bank at the beginning of a school year exceeds 200% of enrolled members, no contribution shall be required of returning unit member participants. Those unit members joining the Bank for the first time and those returning from leave shall be required to contribute one day to the Bank.
- 13.16.13 Bank members who have exhausted all leave credits (including those continuing to be accrued) may apply to withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the unit member for over twenty (20) consecutive or nonconsecutive duty days or incapacitates a member of the unit member's immediate family (as defined in 13.7.1) for over twenty (20) consecutive or nonconsecutive duty days which requires the unit member to take time off work to care for the family member. If a reoccurrence or a second illness or injury incapacitates a unit member or a member of the unit member's immediate family within twelve (12) months, it shall be deemed catastrophic after ten (10) consecutive days.
- 13.16.13.1 Any mental stress-related illness of the Bank member or family member shall be excluded from the benefits of the Catastrophic Leave Program.
- 13.16.14 Participants must use all paid sick leave available to them, except differential leave, before becoming eligible for a withdrawal from the Bank.
- 13.16.15 The first twenty (20) workdays of illness or disability must be covered by the participant's own sick leave, extended illness or injury leave, differential leave, or leave without pay the first time said participant qualifies for a withdrawal from the Bank. For subsequent withdrawals for a reoccurrence or a second illness or injury within twelve (12) consecutive months, the first ten (10) days must be similarly covered.
- 13.16.16 If the participant is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the participant's family.

- 13.16.17 Withdrawals from the Bank shall be granted in units of no more than 30 workdays. Participants may submit requests for extensions of withdrawals as their grants expire. A participant's withdrawal from the Bank may not exceed the statutory maximum period of twelve (12) consecutive months.
- 13.16.18 Participants applying to withdraw or extend their withdrawal from the Bank will be required to submit a doctor's statement indicating the nature of the illness or injury of the unit member or family member and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness or injury confidential.
- 13.16.19 If a participant has drawn thirty (30) days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the participant's expense. The Committee shall choose only a physician who qualifies under the District offered insurance program. If withdrawal from the Bank is to provide care for a participant's family member, the same medical review may be required for that person, regardless of his/her participation in a district-sponsored health plan. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The committee may deny an extension based upon the medical report. The participant may appeal any termination under the procedures outlined below.
- 13.16.20 Leave from the Bank may not be used for illness or disability which qualifies the participant for Worker's Compensation Benefits unless the Participant has exhausted all Worker's Compensation leave and his/her own sick leave, all extended illness or injury leave, and provided further that the member signs over any Worker's Compensation checks for temporary benefits to the District. If there are any Worker's Compensation checks signed over to the District, the Bank will not be charged for days; or if charged, the Bank will be reimbursed the number of days for which the Worker's Compensation payment is equivalent to a regular day of pay at the negotiated rate for that participant. If the District challenges the Worker's Compensation claim, the participant may draw from the Bank. If the District loses the settlement of the claim, the Bank shall be reimbursed the days by the District.
- 13.16.21 When the Committee may reasonably presume that the applicant for a draw may be eligible for a Disability Award or a retirement under STRS or, if applicable, Social Security, the Committee may request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days, will disqualify him/her for further Bank payments. Any requests for additional medical information from STRS or Social Security shall be submitted within ten (10) days, or the participant's entitlement to Bank payments will cease. If denied benefits by STRS or Social Security, the

applicant must appeal, or his/her entitlement to the Bank shall cease.

- 13.16.22 If the Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, the Committee shall notify the participant, in writing, of the reason for the denial.
- 13.16.23 Withdrawals shall become effective immediately upon the exhaustion of all paid sick leave or the waiting periods provided for in Sections 13.17.6, 13.17.7, 13.17.13, 13.17.14, and 13.17.15, whichever is greater.
- 13.16.23.1 Applicants requesting withdrawals from the bank shall submit requests for such withdrawals within 90 days of the exhaustion of available sick leave or differential leave, or prior to June 30 of the year for which withdrawals are being requested, whichever occurs first.
- 13.16.24 Bank participants who are denied a withdrawal or whose withdrawal is not renewed or is terminated may, within thirty (30) calendar days of denial, appeal, in writing, to the Executive Board of the Association. The Executive Board shall hold a hearing within fifteen (15) workdays. The Executive Board shall issue a confidential written decision within fifteen (15) days of the hearing. If the Participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may file the appeal.
- 13.16.25 The Bank Committee shall have the responsibility of maintaining the records of the Bank, receiving withdrawal requests, verifying the validity of requests, and approving or denying the requests and communicating the decisions, in writing, to the participants and to the District.
- 13.16.26 The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article.
- 13.16.27 Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) workdays of receipt of the application.
- 13.16.28 The Committee shall keep all records confidential and shall not disclose the nature of the illness or injury except as necessary to process the request for withdrawal and defend against any appeals of denials.
- 13.16.29 By November 1, of each school year, the District shall notify the Committee of the following: the total number of accumulated days in the Bank on June 30 of the previous school year, the number of days contributed by unit members for the

current year, names of participating members, and the total number of days available in the Bank.

- 13.16.30 By the fifteenth day of each month, the District shall notify the Committee of the following: names of additional members who have joined, names of members who have cancelled, the total number of days in the Bank at the beginning of the previous month, total number of days added to Bank by new members, the total number of days remaining in the Bank on the last day of the previous month.
- 13.16.31 If the Bank is terminated for any reason, the days remaining in the Bank shall be returned to the then current members of the Bank proportionately, if this is legally permissible.
- 13.17 Adoption Leave
 - 13.17.1 Any member completing a legal adoption of a minor child will be entitled to not more than five (5) days of Personal Necessity with the following exceptions:
 - 13.17.1.1 International adoptions will entitle the member to not more than ten (10) days of Personal Necessity.
 - 13.17.1.2 Unit members adopting a new-born infant will be entitled to not more than thirty (30) days of personal necessity when submitting a letter from a doctor stating that the new-born infant is not medically able to be placed in day care.
 - 13.17.1.2.1 When both parents are unit members only one (1) parent may use the thirty (30) day option to care for the new-born infant. The other parent will still have access to the Personal Necessity available in 13.18.1.1 if appropriate.

ARTICLE XIV - TRANSFERS

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

file requests on a Request for Transfer form with the Office of Personnel Services between March 1 and April 1 of each school year. Transfer requests to a specific location and/or position thus filed shall be considered as vacancies occur for that location and/or position between the closing of school and October 15 of the next school year.

14.8.4 When openings occur during the school year, a unit member may apply within the time specified on the notice of vacancy. A unit member who has requested a transfer shall be notified when an appropriate vacancy occurs, and shall have a personal interview with the principal or designated administrator at the site with the vacancy, within ten (10) District Office business days of mailing such notification.

14.8.5 Factors that shall be considered in evaluating candidates for transfer shall be consistent throughout the District. A transfer request shall not be denied arbitrarily.

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

- 10% State authorization (except emergency credentials)
- 10% Seniority within the District
- 10% Quality of interview
- 10% Prior written evaluations (up to 3 most recent)
- 10% Recommendations solicited or submitted by the candidate
- 10% Oral or written recommendations solicited by the District
- 10% Experience in the subject/work area of need
- 20% Specific school needs which have been previously identified to the candidates
- 10% Needs of the District: e.g. staffing equity, continuity, balance, ethnic and gender equity

When considering unit members who have requested transfers, the District shall give preference to the member with the greatest length of service to the District if all factors (taken as a whole) are deemed equal.

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

14.8.6 A unit member shall receive notification of the status of the request for transfer as soon as possible after the disposition is known.

14.8.7 A unit member who has submitted a transfer request and has not obtained a transfer shall be granted an interview with the Assistant Superintendent, Human Resources or designee if the unit member so requests. Specific reasons for not granting the transfer shall be provided in writing, if the unit member so requests.

14.8.8 A unit member shall be able to amend or withdraw a transfer request at any time. Notification of amendment or withdrawal of the request must be presented in writing to the Office of Personnel Services. All requests for transfers remaining on

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

- 14.8.9 Length of service to the District shall be determined by the date and time the unit member signs the District's offer of employment.
- 14.9 District-Initiated Transfers:
- 14.9.1 All District-initiated transfers shall be considered tentative until the affected unit member is notified in writing by the Assistant Superintendent, Human Resources that the transfer is definite.
- 14.9.2 Such transfers shall be based on the educational needs of the District, which shall include but not be limited to the following: Declining enrollment at a particular school, filling a vacancy, accommodating special staffing needs/requirements at a school or department, balancing class size, reducing or terminating a program(s), starting or expanding a program(s), staffing shortages or surpluses which routinely occur in the administration of schools, meeting the requirements of the District affirmative action policy, or meeting State or Federal regulations.
- 14.9.3 Factors that shall be considered in evaluating candidates for involuntary transfer shall be consistent throughout the District. Involuntary transfers shall not be decided arbitrarily. The factors and their weighting that shall be considered in evaluating candidates for involuntary transfer are:
- 10% State Authorization in the subject area (except emergency credentials)
 - 20% Seniority within the district
 - 20% Experience in the subject/work area of need
 - 20% Specific school needs at both the home school of the individual and the receiving school which have previously been identified.
 - 30% Needs of the district: e.g. staffing equity, continuity, balance, ethnic and gender equity.
- 14.9.4 A unit member who has been tentatively selected for a District-initiated transfer shall be notified by the Assistant Superintendent, Human Resources of the tentative transfer as soon as possible. During the summer vacation period, notice of tentative transfer shall be mailed to the unit member's last known address, and shall be presumed to have been received seven (7) District Office business days subsequent to the date of mailing. The unit member shall be granted an interview with the Assistant Superintendent, Human Resources within five (5) District Office business days of receiving such notification. The final decision by the Assistant Superintendent, Human Resources on the transfer shall not be made prior to the expiration of the seven (7) District Office business days, and shall take into consideration any expressed concerns or preferences of the unit member made to the Assistant Superintendent, Human Resources. In the event that extenuating

circumstances prevent receipt of notification within the designated timelines, the unit member may request and shall receive an interview with the Assistant Superintendent, Human Resources and the District may reconsider the transfer.

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

14.10.2

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

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

- 10% State authorization (except emergency credentials)
- 10% Seniority within the District
- 10% Quality of interview
- 10% Prior written evaluations (up to 3 most recent)
- 10% Recommendations solicited or submitted by the candidate
- 10% Oral or written recommendations solicited by the District
- 10% Experience in the subject/work area of need
- 20% Specific school needs which have been previously identified to the candidates
- 10% Needs of the District: e.g. staffing equity, continuity, balance, ethnic and gender equity

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

ARTICLE XV - GRIEVANCE PROCEDURE

15.1 Definitions

15.1.1 A "grievance" is a written allegation by a unit member or the Association that the grievant has been adversely affected by a violation, misinterpretation or misapplication of a provision of this Agreement.

15.1.2 A "grievant" may be the Association or any unit member covered by this Agreement. In the event the Association initiates a grievance that it has been adversely affected by an alleged violation, misinterpretation, or misapplication of a provision of the Agreement or in the event the Association initiates a grievance alleging a violation, misinterpretation, or misapplication affecting unit members at more than one site, the Association may initiate the grievance at the Informal Level, Level I, or Level II. The Association shall inform the District in writing each time it initiates a formal grievance.

15.1.3 A "day" is any day in which the District Office is open for business, excluding fall break, winter and spring vacations.

A "day" during the summer vacation period is any day in which the Office of District Assistant Superintendent, Human Resources is open for business, the grievant is available without serious inconvenience, and a designated grievance officer of the Association is also available without serious inconvenience.

The District and the Association mutually agree that it is in the best interests of the grievant, the Association, and the District to expedite the processing of grievances, and agree to make all reasonable efforts to adhere to prescribed timelines during the summer vacation period, while recognizing that timelines may need to be modified to accommodate summer schedules of involved parties.

15.1.4 The "immediate supervisor" is the person having evaluation responsibility for the grievant.

15.2 Processing of Grievance

15.2.1 Informal Level - Within fifteen (15) days after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

15.2.2 Level I - Failing to resolve the grievance through informal means, the grievant may within ten (10) days from the informal conference register a formal grievance. The grievance shall be in writing to the immediate supervisor with copies to the Association and the Personnel Office, stating the following:

- 15.2.2.1 Statement of grievance listing the specific action or inaction and events alleged to violate this Agreement, and the provisions violated;
- 15.2.2.2 Steps taken to resolve differences through informal means;
- 15.2.2.3 Steps the grievant recommends the District take to remedy the grievance.
- 15.2.3 Within fifteen (15) days after receiving the grievance, the immediate supervisor shall confer with and communicate a decision and the reasons therefore in writing to the grievant, with a copy to the Personnel Office and the Association.
- 15.2.4 Level II - In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Superintendent or designee within fifteen (15) days after receiving the Level I decision. A copy of the appeal shall also be submitted to the Association and the Personnel Office. The written appeal shall contain the following:
 - 15.2.4.1 A copy of the original grievance;
 - 15.2.4.2 The decision rendered at Level I;
 - 15.2.4.3 A statement of the reasons for the appeal.
- 15.2.5 The Superintendent or designee shall confer with the grievant and shall communicate a decision and the reasons therefore in writing to the grievant, the Personnel Office and the Association within ten (10) days after receiving the appeal.
- 15.2.6 Level III - If the grievant is not satisfied with the decision at Level II, within ten (10) days after receiving the decision, the unit member may request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) working days after receipt of the request from the grievant, may submit the grievance to binding arbitration. If any questions arise as to the arbitrability of the grievance, such questions shall be ruled upon by the arbitrator after a hearing on the arbitrability question(s). If the grievance is ruled to be arbitrable, the hearing on the merits of the grievance shall follow immediately.
- 15.2.7 The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) working days of the Association's submission of the grievance to arbitration, submission shall be made to the California State Mediation and Conciliation Service to supply a panel of seven (7) names of persons experienced in hearing grievances. Within ten (10) days of receiving such panel of names, each party shall alternately strike a name until only one (1) remains. The remaining panel member shall be the binding arbitrator. The order of the striking shall be determined by lot.

- 15.2.8 The parties and the arbitrator shall be bound by, and the arbitrator shall follow, the Voluntary Labor Arbitration Rules of the American Arbitration Association. Upon mutual agreement, the Association and the District may request that the arbitrator follow the Expedited Labor Arbitration Rules of the American Arbitration Association, excluding Rule No. Two (2) (Selection of the Arbitrator) of the August, 1975, Bulletin of Expedited Rules.
- 15.2.9 The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Superintendent and the Association and shall be final and binding upon the parties to this Agreement. The arbitrator shall have no power to render an award on any grievance filed on an action or inaction by the District which occurred after the term of this Agreement.
- 15.2.10 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- 15.2.11 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a written submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 15.2.12 The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, or regulations and procedures of the District.
- 15.2.13 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties the findings and recommendations. With the consent of both Association and District, the arbitrator may be requested to present findings and recommendations orally at the conclusion of the hearing.
- 15.3 Representation
- 15.3.1 No unit member shall be required to be represented by the Association in processing a grievance through Level II. This provision, however, shall in no way be interpreted to exclude or limit the right of the Association to initiate or process a grievance in accordance with Section 15.1 or 15.1.2, independent of participation by any particular unit member.
- 15.3.2 A grievant may be accompanied by another unit member at the informal level. A grievant may request representation by the Association in all stages of the grievance procedure.
- 15.3.3 Neither the Association nor the District shall take any reprisals or unlawfully discriminate against any unit member

or agent of the District for exercising rights under this Article.

- 15.3.4 If a grievant pursues a grievance without representation by the Association beyond the informal level, the grievance shall not be considered resolved until the Association has received notice of the grievance and has had ten (10) days in which to make its own presentation.
- 15.3.5 Designated Association representatives shall receive release time without loss of compensation for the purpose of processing grievances beyond the informal level subject to the following conditions:
 - 15.3.5.1 No later than twenty (20) days following the ratification of this Agreement, the association shall designate in writing to the Superintendent no more than seven (7) unit members who shall be entitled to release time as Association grievance representatives. Said designation may be changed once a year on or before October 1, and at other times during the year by mutual agreement with the District.
 - 15.3.5.2 The representatives shall notify the District twenty-four (24) hours prior to release from duties in order that a substitute may be obtained, unless a conference is scheduled between the grievant and the District with less than twenty-four (24) hours notice to the grievant.
 - 15.3.5.3 Such release time may be used for representing grievant in a conference with a management person, for gathering information, or for interviewing witnesses. However, such release time shall not interfere with other unit members' performance of duties or interrupting the normal workday.
 - 15.3.5.4 No more than one (1) representative per grievance shall be granted release time simultaneously.
- 15.4 Release Time
 - 15.4.1 Grievance conferences/hearings shall be scheduled at such times as to minimize cost of release time for grievants, Association representatives and witnesses, at all levels, and within the normal business hours of the District at Levels I, II, and III.
 - 15.4.2 At Level III the grievant, Association representative and witnesses shall be provided necessary release time to appear before the arbitrator to testify and represent. The grievant and Association representative shall be provided necessary release time to hear the findings and recommendations of the arbitrator.
- 15.5 Class Grievance
 - 15.5.1 A class or group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) grievant in the same manner or to the same extent.

- 15.5.2 Processing of a class grievance shall follow the procedure as set forth in Section 15.2 with the following modifications:
- 15.5.2.1 For purposes of filing a formal written grievance and any appeal thereon, the class grievants may file one (1) document which all members of the class have read and signed. Members of the class or group shall be limited to those who have signed the grievance.
- 15.5.2.2 Conferences and hearings in the grievance processing procedure may be held with each member of the class individually or with the class in whole or in part, at the option of the District, as long as each member of the class has an opportunity to meet with the District pursuant to Section 15.2
- 15.5.2.3 The resolution of a class grievance may not be consistent among all grievants in the class grievance due to differences in the circumstances or occurrences that brought about the grievance.
- 15.6 Time Limits
- 15.6.1 Failure by a grievant to meet a deadline set in this Article shall terminate the grievance and the grievant shall not have a right to re-file on the same set of facts.
- 15.6.2 Failure by the District to meet a deadline shall give the grievant the right to proceed to the next level. The District shall make reasonable effort to adhere to the timeline at Level II. If necessary, the District may have an additional ten (10) days to respond at Level II. The District shall explain to and notify the grievant and the Association in writing of the need for the extension.
- 15.6.2.1 If, in the event the District does not meet the extended timeline at Level II (total twenty (20) days) and the grievance is taken to arbitration, the arbitrator shall be asked to rule on whether or not it was reasonable for the District to have met this timeline. If the arbitrator finds the District could have reasonably met the extended timeline at Level II, the District shall pay the fees and expenses of the arbitrator of the specific grievance being arbitrated.
- 15.6.3 Time limits in this policy may be extended by mutual agreement between the grievant and the District.

ARTICLE XVI - DISCIPLINE

16.1.0 General

- 16.1.1 It is agreed by the parties that the intent of disciplinary action is to be progressive and corrective rather than punitive. Section 16.1.1 is expressly excluded from the provisions of Article XV, Grievance Procedures.
- Typically, progressive discipline is implemented for ongoing failure to or refusal to perform the normal and reasonable duties of the position, which includes, but is not limited to unsatisfactory performance, excessive absenteeism, tardiness, work rule violations, insubordination, or unprofessional conduct that may include verbal abuse toward another employee.
- Immediate formal disciplinary action may be implemented in instances of gross or serious misconduct without regard to the progressive discipline steps identified herein. Such misconduct may include, but not be limited to, dishonesty, including fraud in securing employment, theft, misappropriation of District property or funds, acts endangering the health and safety of others, immoral conduct, and conviction of a felony or misdemeanor involving moral turpitude.
- 16.1.2 The District and the Association shall endeavor to maintain confidentiality regarding all information and proceedings related to disciplinary matters. All documents shall be kept confidential and handled on a need-to-know basis.
- 16.1.3 Discipline shall be applied equitably and consistently.
- 16.1.4 Discipline procedures shall apply equally to all unit members whether performing regular assignments during the regular workday or extracurricular assignments beyond the regular workday, paid or unpaid.
- 16.2.0 Exclusions
- 16.2.1 Suspensions and salary deductions pursuant to Education Code Sections 44940 through 44942 and 45055 are not considered disciplinary action and are therefore excluded from this Article.
- 16.2.2 Oral and written admonitions, warnings, reprimands, and other communications related to teaching/professional competence are excluded from this article.
- 16.2.3 This discipline process is not intended to supplant the evaluation process.
- 16.3.0 Grounds for Discipline

- 16.3.1 Unit members shall not be disciplined without just cause. The causes for suspension or termination are identified in Education Code section 44932 and include:
- Immoral or unprofessional conduct.
 - Commission, aiding, or advocating the commission of acts of criminal syndicalism, as prohibited by Chapter 188 of the Statutes of 1919, or in any amendment thereof.
 - Dishonesty.
 - Unsatisfactory performance.
 - Evident unfitness for service.
 - Physical or mental condition unfitting him or her to instruct or associate with children.
 - Persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed for the government of the public schools by the State Board of Education or by the governing board of the school district employing him or her.
 - Conviction of a felony or of any crime involving moral turpitude.
 - Violation of Section 51530 or conduct specified in Section 1028 of the Government Code, added by Chapter 1418 of the Statutes of 1947.
 - Knowing membership by the employee in the Communist Party.
- 16.4.0 Disciplinary Actions
- 16.4.1 Disciplinary actions are expressly limited to, and must be specifically identified in writing as, the following:
- 16.4.1.1 Oral warning defined as a documented verbal statement of reproof including notice that failure to modify behavior shall be cause for further disciplinary action. A warning shall not be placed in the District personnel file.
 - 16.4.1.2 Admonition, defined as a written statement of disapproval with direction for correction. An admonition shall not be placed in the District personnel file.
 - 16.4.1.3 Written reprimand, defined as a written statement of rebuke including notice that failure to change behavior shall be cause for further disciplinary action. A reprimand shall be placed in the District personnel file.
 - 16.4.1.4 Suspension without pay.
 - 16.4.1.5 No unit member shall receive more than one (1) type of disciplinary action for any single action or infraction, or

set of actions or infractions, except as stated in Section 16.6.3.

- 16.4.1.6 Removal from an extra-curricular assignment during the period of such assignment for action(s) or inaction(s) related to that extra-curricular assignment. All required and already completed services connected to the extra-curricular assignment shall be compensated on a pro-rata basis. "Remove" or "Removal" refer to Section 16.4.1.5.
- 16.5.0 Process of Discipline
- 16.5.1 Disciplinary action shall be limited to and shall be carried out in accordance with the following steps:
- 16.5.1.1 Step I. After one (1) or more incidents of a similar or non-similar nature, an oral warning shall be given on an individual basis by the immediate supervisor. Such oral warning shall be specific as to the nature of the incident(s) and why there is cause for concern.
- 16.5.1.2 Step II. After one (1) or more incidents of a similar or non-similar nature occurring after Step I, an admonition shall be given on an individual basis by the immediate supervisor. Such admonition shall be specific as to the nature of the incident(s) and why there is cause for concern.
- 16.5.1.3 Step III. After one (1) or more further incident(s) of a similar or non-similar nature occurring after Step II, which alone would have warranted at least Step I action, a reprimand shall be given on an individual basis by the immediate supervisor. Such reprimand shall be specific as to the nature of the incident(s).
- 16.5.1.4 Step IV. After one (1) or more incident(s) of a similar or non-similar nature occurring after Step III, which would have warranted at least Step I action, the immediate supervisor shall give the unit member on an individual basis a Notice that a removal or suspension without pay shall be administered.
- 16.5.1.5 Except as specified in Section 16.5.1.6 and herein, the process of discipline above shall be followed. An immediate supervisor may delete either the first or second Step (Sections 16.5.1.1/16.5.1.2), but not both, if the incident(s) merits proceeding to the next sequential Step.
- 16.5.1.5.1 Except as provided in Section 16.5.1.6, no removal or suspension without pay shall be issued unless the process of discipline has been followed involving at least two (2) Steps within the preceding twenty-four (24) calendar months.
- 16.5.1.6. The District shall not be precluded from the application of removals or suspensions without pay on a first or early incident in cases of gross or serious misconduct. The Association shall receive concurrent notification in writing

when such action is taken. The notification shall include the name of the unit member and the infraction.

- 16.5.1.7 In taking any Step, the District must act within ten (10) workdays after incident(s) occur(s) or reasonable diligence by the District should have caused knowledge of the incident(s) warranting the action. Should the District fail to act within the timelines, the District shall not act without an explanation as to the reason for the delay. In cases of a set of incidents/infractions, the timeline begins after the most recent incident. If the action by the District is considered at Level II of the Grievance Procedure, the hearing officer shall consider the explanation in making his/her decision. If the action by the District is considered at Level III of the Grievance Procedure, then Section 15.6.2.1 shall also apply to this timeline.
- 16.5.1.8 Except as stated in Section 16.5.1.6, the District shall not proceed to the next or higher Step if more than one (1) calendar year has elapsed since action in accordance with a Step has occurred. When the nature of the current incident and the prior incident is the same or substantially similar, the District may proceed to the next or higher step extending from one (1) calendar year to the next, but not to exceed twenty-four (24) months.
- 16.5.1.9 The Association shall receive concurrent notice whenever action is taken under Steps III or IV. The notice to the Association shall include the name of the unit member and the infraction. If the District acts in accordance with Section 16.5.1.6, a copy of the Notice shall be supplied concurrently to the Association.
- 16.5.1.10 Once action is initiated, the action shall not be amended to increase the Step.
- 16.6.0 Notice of Suspension Without Pay or Removal
- 16.6.1 The immediate supervisor shall advise the unit member in writing of the proposed action. The Notice shall contain a description of the event(s) and date(s) of event(s) which necessitates the proposed action; a listing (including events, dates, and actions) of prior disciplinary actions by the District leading to the proposed action; a statement of the charges; a statement of the removal or number of days of suspension without pay; notification that the unit member may review and/or make copies of all materials available to the District directly relating to the action; the right of the unit member to meet with the immediate supervisor and/or to submit in writing a response to the proposed action within ten (10) days; and the right of the unit member to representation by the Association.
- 16.6.1.1 A Notice shall be given to the unit member in person whenever possible and the unit member's signature obtained to indicate receipt. In the absence of personal service, the Notice shall

be sent by certified mail to the unit member's address of record.

- 16.6.2 Once the District has given Notice of proposed removal or suspension without pay, the District shall not amend its action to increase the proposed discipline covered by this Article.
- 16.6.3 Removals may, in cases of gross misconduct related to the extra-curricular assignment, be combined with suspension without pay. Such a combination shall be subject to the review and determination provided for in Section 16.6.6.
- 16.6.4 Suspensions without pay shall not exceed five (5) days in duration. Such days shall be consecutive.
- 16.6.4.1 Suspension without pay shall not be carried over to the succeeding school year unless such suspension would occur during the last three (3) weeks of the school year or is delayed by the appeals process.
- 16.6.5 When an immediate supervisor is considering issuing a Notice of removal or suspension without pay on a first or early incident or when more than twenty-four (24) months have elapsed with no more than two (2) incidents, which have been addressed by disciplinary action, a designee of the Superintendent shall review the matter with the immediate supervisor and shall determine if the proposed action is appropriate. The designee shall be a District-level certificated administrator.
- 16.7.0 Responses and Appeal Procedures, Warnings, and Reprimands
- 16.7.1 The unit member may respond to reprimand(s) orally or in writing, and may submit pertinent written statements from staff members and others. All such written material shall be permanently attached to all copies placed in the unit member's personnel file.
- 16.7.2 Reprimands may be grieved through Level I of the grievance procedure (Article XV) only, unless the District fails to meet the prescribed timelines.
- 16.7.3 The conference called for in Section 15.2.2 is not intended to be an adversary hearing. The unit member shall be afforded the right to present a case and have representation as provided for in Section 15.3.2. When necessary, release time for the grievant, the Association representative(s), and witness(es) shall be granted.
- 16.7.3.1 If the unit member provides new or additional information which raises questions relating to the information which led to the reprimand, the immediate supervisor shall investigate further prior to responding to the grievance. When necessary for investigation, the immediate supervisor may extend the timeline in Section 15.2.3 by ten (10) days as defined in

Section 15.1.3 upon written notice to the unit member prior to expiration of the original timeline.

16.7.4 Any reprimand shall be held in abeyance, and any copies in the unit member's personnel file shall be removed, until the appeals procedure is completed.

16.8.0 Responses and Appeal Procedures, Removals and Suspensions Without Pay

16.8.1 The unit member may respond to a Notice of proposed removal or suspension without pay at a meeting with the immediate supervisor, to be held at the unit member's request within ten (10) days of receiving the Notice. The unit member may have representation. When necessary, the unit member and the Association representative shall be granted release time.

16.8.1.1 The unit member may respond to a Notice of proposed removal or suspension without pay in writing within ten (10) days of receiving the Notice. The unit member may also submit pertinent written statements from staff members and others. All such material shall be permanently attached to all copies placed in the unit member's personnel file.

16.8.2 Removal and suspension without pay may be grieved starting at Level I of the grievance procedure (Article XV).

16.8.3 The grievance procedure shall be supplemented as follows:

16.8.3.1 The conference called for in Section 15.2.2 is not intended to be an adversary hearing. The unit member shall be afforded the right to present a case and have representation as provided for in Section 15.3.2. When necessary, release time for the grievant, the association representative(s), and witness(es) shall be granted.

16.8.3.2 If the unit member's version of the facts raises questions relating to the information which led to the Notice of proposed removal or suspension without pay, the supervisor shall investigate further prior to responding to the grievance. When necessary for investigation, the supervisor may extend the timeline in Section 15.2.3 by ten (10) days as defined in Section 15.1.3 upon written notice to the unit member prior to the expiration of the original timeline.

16.8.3.3 The decision called for in Section 15.2.3 shall be delayed until after any further investigation called for above and a review of the proposed disciplinary action. It shall be served on the affected unit member, by certified mail or personal delivery, and contain a statement signed by the immediate supervisor indicating the supervisor's decision and, if the action is to proceed, the specific charges against the unit member and the effective date of the action. The statement shall clearly inform the unit member of the right to appeal the decision.

- 16.8.3.4 Should the affected unit member appeal the Level I decision, the appeal shall be addressed to the Superintendent of the District. The Superintendent shall serve as the hearing officer at Level II. A time for the conference (referred to below as the hearing) called for in Level II shall be established by mutual agreement, the date for which shall be not less than ten (10) workdays, nor more than thirty (30) workdays from the date of filing the appeal. Should there be no mutually agreeable date, the hearing office shall set the date within these timelines. All interested parties, including the Association, shall be notified in writing of the date, time, and place of the hearing as early as possible, but at least ten (10) days prior to the hearing.
- 16.8.3.4.1 The District and the grievant shall furnish the other with a list of witness(es) and representatives (by name and/or title) five (5) workdays prior to the date of the hearing, and shall submit amendments as soon as possible prior to the hearing. The Superintendent may have legal or other counsel present to advise him/her on the conduct of the hearing, but in no case shall such counsel act as counsel for the District or the grievant.
- 16.8.3.5 All such hearings shall be private.
- 16.8.3.6 All such hearings shall be conducted according to the following procedures:
- 16.8.3.6.1 The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determinations of the truth. Any relevant evidence shall be admitted if it is the sort of evidence on which persons are accustomed to rely in the conduct of business affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in and of itself to support a finding unless it would be admissible over objections in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. No witness, including the grievant, shall be required to give self-incriminating testimony.
- 16.8.3.6.2 Each party shall have these rights: to be represented by counsel and/or a person(s) of his/her choice; to call witness(es); to cross-examine opposing witness(es) on any matter relevant to the issue(s); to impeach any witness(es) regardless of which party called him/her to testify; to tape record or make written record of the hearing; and to rebut the evidence against him/her.
- 16.8.3.6.3 Oral evidence shall be taken only on oath or affirmation.

- 16.8.3.6.4 The hearing shall proceed in the following order, unless both parties agree otherwise to an alteration of the order upon suggestion of the hearing officer.
- 16.8.3.6.4.1 The party proposing the discipline shall be permitted to make an opening statement.
- 16.8.3.6.4.2 The appealing party shall be permitted to make an opening statement.
- 16.8.3.6.4.3 The party proposing discipline shall produce the evidence on his/her part.
- 16.8.3.6.4.4 The appealing party shall then be permitted to open his/her defense and offer his/her evidence in support thereof.
- 16.8.3.6.4.5 The parties shall then be permitted, in order, to offer rebutting evidence only, unless the hearing officer, for stated good reason, permits them to offer evidence upon their original case, in which case the other party may rebut.
- 16.8.3.6.4.6 The parties shall then be permitted, in order, to present summation arguments.
- 16.8.3.6.5 During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.
- 16.8.3.6.6 The grievant, the Association representative(s) and witness(es) shall be given release time to attend the hearing when necessary.
- 16.8.3.6.7 The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. All interested parties, including Association, shall be promptly notified.
- 16.8.3.6.8 The hearing officer shall consider the relevance, weight, and credibility of testimony and evidence. Any decision shall be based on the preponderance of evidence.
- 16.8.3.6.9 The hearing officer shall determine whether to sustain, reject, or modify the action proposed against the unit member, within the limits specified in Sections 16.6.2, 16.6.3, and 16.6.4.
- 16.8.4 Any decision reached at Level II may be appealed to Level III of the Grievance Procedure (Article XV).
- 16.9.0 Abeyance of Loss of Pay
- 16.9.1 In all cases involving suspension without pay, action to impose the suspension without pay shall be held in abeyance until the appeal procedure has been completed. In cases involving removal, the removal may be done prior to the completion of the appeal procedure, but any loss of

compensation shall be held in abeyance until the appeals procedure is completed.

16.10.0

Documentation and Action

16.10.1

If, at the completion of the appeals procedure, the action to reprimand or to remove or suspend without pay has been sustained, in whole or in part, a copy of the reprimand or Notice, along with a statement that the action has been sustained (and the amounts sustained), shall be placed in the unit member's personnel file. The unit member may attach a written response and pertinent written comments from staff members and others to the reprimand or Notice. All such responses and comments shall be permanently attached to all copies in the file.

16.10.2

Actions of the District and the status of any documents shall conform to the results of the appeals procedure and this Article.

16.10.3

If, after having been disciplined by any action which resulted in placement of a reprimand or Notice in the unit member's personnel file, the unit member has served the District for twelve (12) calendar months, without the need for any further disciplinary action, and upon specific written request by the unit member, he/she and the Association shall be given a follow-up notice to that effect, which shall also be attached to any reprimand or Notice that has been placed in the personnel file.

16.10.4

If kept by the District, all documents, communications, and records dealing with discipline or the processing of a grievance shall be filed in a separate confidential grievance file located in the District Personnel Office and shall not be kept in the personnel file of any participants, unless it would otherwise be deemed an appropriate personnel file document or record. Access to the grievance file shall be limited to certificated administrative personnel who have a legitimate need to have such access.

ARTICLE XVII - SAFETY

- 17.1 A unit member may suspend any pupil from the unit member's class (or library, in the case of a unit member being a librarian), for any of the acts enumerated in Section 17.2 of this Article, for the day of the suspension and the day following. The unit member shall immediately report the suspension to the principal or designee and send the pupil to the principal or designee for appropriate action. As soon as possible, the unit member shall ask the parent or guardian of the pupil to attend a parent-unit member conference regarding the suspension. A school administrator shall attend the conference if the unit member so requests. Whenever practicable, a school counselor shall attend the conference. The pupil shall not be returned to the class from which suspended (or library, in the case of the librarian), during the period of the suspension, without concurrence of the unit member and the principal or designee. A unit member may also refer a pupil with a written report, for any of the acts enumerated in Section 17.2 of this Article, to the principal or designee for consideration of a suspension from the school.
- 17.1.2 A pupil suspended from a class shall not be placed in another regular class during the time period of the suspension for that class period.
- 17.1.3 Any unit member who has a student who has been suspended from the unit member's class may require the suspended student to complete any assignments and tests missed during the suspension.
- 17.2 The unit member may suspend a student from the unit member's class (or library) for any of the acts enumerated in Education Code Section 48900
- 17.2.1 Caused, attempted to cause, or threatened to cause physical injury to another person;
- 17.2.2 Willfully used force or violence upon the person of another, except in self-defense.
- 17.2.3 Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless the pupil previously has obtained written permission to possess the item from the immediate certificated supervisor;
- 17.2.4 Unlawfully possessed, used, sold, or otherwise furnished or been under the influence of, any controlled substance, as defined in the Health and Safety Code, an alcoholic beverage, or intoxicant of any kind.
- 17.2.5 Unlawfully offered, arranged, or negotiated to sell any controlled substance, as defined in the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any

person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage or intoxicant;

- 17.2.6 Committed or attempted to commit robbery or extortion;
- 17.2.7 Caused or attempted to cause damage to school property or private property;
- 17.2.8 Stolen or attempted to steal school property or private property;
- 17.2.9 Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
- 17.2.10 Committed an obscene act or engaged in habitual profanity or vulgarity;
- 17.2.11 Unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in the Health and Safety Code;
- 17.2.12 Disrupted school activities or otherwise willfully defied the valid authority of the unit member in the performance of the unit member's duties;
- 17.2.13 Knowingly received stolen school property or private property;
- 17.2.14 Possessed an imitation firearm;
- 17.2.15 Committed or attempted to commit a sexual assault;
- 17.2.16 Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both;
- 17.2.17 Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma;
- 17.2.18 Engaged in, or attempted to engage in, hazing;
- 17.2.19 Committed sexual harassment; engaged in an act of bullying;
- 17.2.20 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- 17.3 Copies of District Policies and Regulations relating to student discipline shall be presented to each unit member in writing during the first month of the school year.
- 17.4 When, in the judgment of a unit member, a student may require the attention of an administrator, counselor or other

specialist, the unit member shall so inform the appropriate site administrator or designee. That person shall notify the unit member of the disposition of the problem.

- 17.5 Unit members shall immediately report cases of assault or battery suffered by unit members in connection with their employment to their principal or other immediate supervisor, who shall immediately report the incident to the legal authorities. Such notification shall be immediately forwarded to the District, which shall comply with any reasonable request from the unit member for information regarding the incident in the possession of the District and which shall act in appropriate ways as an intermediary between the unit member and the authorities or the courts.
- 17.6 As used in this Article, "employment" shall include any voluntary activities (such as field trip) which involve student contact.
- 17.7 Unit members shall not be required to work under unsafe conditions or to perform tasks which endanger their health or safety.
- 17.8 Neither the District nor unit members shall knowingly violate the provisions of the California Occupational Health and Safety Act (CAL-OSHA).
- 17.9 Neither the District nor unit members shall knowingly violate the provisions of the California Fire Code.
- 17.10 If the fire bells, communication systems, electrical systems, gas systems, or building security locks supplied to a unit member's work area are not functioning and/or are causing a safety hazard, the unit member shall report the problem in writing to the site administrator's designee. The designee shall inform, as soon as practicable, the unit member of the status of any steps being taken to correct the problem.
- 17.11 The District shall administer a program of on-going education about the HIV virus and the AIDS disease for all unit members to ensure that all are informed in a consistent manner about:
 - 17.11.1 The nature of HIV infection, including how it is and is not transmitted according to current scientific evidence
 - 17.11.2 District policies and procedures related to employees and students with diseases such as HIV infection and AIDS
 - 17.11.3 Resources within the District and elsewhere for obtaining additional information and assistance
 - 17.11.4 Procedures to prevent the spread of all communicable diseases at school
- 17.12 The District shall provide the necessary resources for unit members to be protected from contracting the HIV virus in the

course of their duties. Confidential records shall be maintained in accordance with law and statute.

ARTICLE XVIII - UNIT MEMBER TRAVEL

- 18.1 Excluding unit members who are psychologists, school district nurses, speech and language pathologists, PAR consulting teachers, program specialists, TOSA, BTSA support providers, Adaptive Physical Education Specialists or regional occupational program teachers, schedules of unit members who are assigned to more than one (1) work site shall be arranged so that no unit member shall be required, without voluntary consent, to engage in inter-site travel. Such unit members shall be notified in writing of any changes in their schedules at least five (5) school days prior to the proposed change.
- 18.2 Unit members who may be required to use their own automobiles in the performance of their duties and unit members who are assigned to more than one (1) work site per day shall be reimbursed for all such travel at the rate consistent with the current established Internal Revenue Service (IRS) rate for all District-required and/or District-approved driving.
- 18.3 Unit members covered by the provisions of this Article shall be entitled to preparation period, lunch, and relief time benefits in accord with Article VIII of this Agreement.

ARTICLE XIX - SALARIES

- 19.1 The Teacher-Librarian-Counselor-Nurse Salary Schedule and Psychologists Salary Schedule, attached as Appendix A, shall increase four percent (4%) for the 2014-2015 school year retroactive to July 1, 2014. For the 2014-15 school year only, each unit member will also receive a one-time, off-schedule payment equal to three percent (3.0%) of the unit members' 2014-2015 placement on the salary schedule. Payment will be made to said bargaining unit members employed by the district on the date of this agreement. The salary schedules and salary classifications requirements of all unit members are set forth in Appendices A, B and C attached.
- The District will include in the 2014/15 school year only, one (1) additional staff development day. This day will be used to support implementation of Common Core State Standards (CCSS). Unit members will receive their daily rate of pay for attending the staff development day.
- Additionally, for every \$414,000 that the 2014-15 unaudited actuals unrestricted General Fund ending balance exceeds the 2014-15 estimated actual unrestricted General Fund ending balance presented with the 2015-16 Adopted Budget, each unit member will receive a .25% one-time, off-schedule payment, up to one and one-half percent (1.5%) of the unit member's placement on the current salary schedule. Payment will be made to said bargaining unit members employed by the district at the time of the 2014-15 unaudited actuals presentation to the Governing Board.
- 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.
- 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.
- 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 Public Employees' Retirement System (PERS) health benefits program.
- 21.1.1 Health Care Premiums will be paid at the following levels:
- 21.1.1.1 Employee Only: District pays 100% of premiums for member selected health plan up to the cost of PERS Choice PPO for one party. Member pays 100% of the difference for any premiums above the cost of PERS Choice.
- 21.1.1.2 Member Plus One Dependent: District pays 100% of premiums for member selected health plan up to the cost of PERS Choice PPO for one party. District pays 90% of the cost for difference between one party premiums of members chosen plan and the cost of that same two-party plan up to PERS Choice. Member pays 10% of the difference between one party premiums of members chosen plan and the cost of that same two-party plan up to PERS Choice. Member pays 100% of the total difference above PERS Choice.
- 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 PERS Choice PPO for one party. District pays 80% of the cost for difference between one party premiums of members chosen plan and the cost of that same three-party plan up to PERS Choice. 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 PERS Choice. Member pays 100% of the total difference above PERS Choice.
- 2) Full time unit 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 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: District pays 100% of premiums of member selected health plan up to and including the cost of PERS Choice 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 PERS Choice 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 7027-1603

21.3 Vision Insurance

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

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

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

21.4 Life Insurance

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

21.4.1.1 United Services Life Policy No. G 4207

21.5 District Obligation

21.5.1 Full-Time Unit Members:

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

21.5.1.3 Flex 125 Plan

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

21.5.2 Part-time Unit Members:

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

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

21.5.2.3

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

* Maximum allowable is defined as the cost of the PERS-CHOICE + Delta Dental + Vision Service Plan + United Services Life.

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

21.6 Health Benefits for Retirees:

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

21.6.1 The District shall provide full health insurance coverage for the retiree and one (1) eligible dependent, if any, under the conditions following. The selection of the health plan shall be from among those specified in Section 21.1.

- 21.6.1.1.1 The District contribution for retiree health benefits shall be as follows:
The District shall pay the minimum contract amount directly to PERS Health on a monthly basis. In addition, the District shall provide for each retiree, a supplement for fringe benefits equal to the cost of Kaiser Los Angeles Area Region single party program, plus 90% of the cost of one dependent, if any. Such supplement shall be for purchase of district fringe benefit program only.
- 21.6.1.1.2 Retirees shall have been employed full time by the District for a minimum of ten (10) years.
- 21.6.1.1.3 The retiree shall have reached the age of fifty-five (55) at the time of retirement.
- 21.6.1.1.4 The District shall terminate its contribution when the retiree reaches the age of sixty-five (65) or is eligible for Medicare, whichever occurs earlier.
- 21.6.1.1.5 If a Unit member becomes disabled and unable to work and chooses to retire between age 50 and 55, and if the retiree has served the district for 15 years or more, the retiree shall be eligible for a supplement for fringe benefits equal to the cost of Kaiser Los Angeles Area Region one-party coverage.
- 21.6.1.2 Should the retiree choose one of the other plans in Section 21.1 and/or wish to subscribe to dental or vision insurance and/or enroll additional dependents other than the maximum of one (1) specified, the retiree must pay the additional premium costs to the District.
- 21.6.1.3 The retiree shall make payments to the District prior to the first of each month for the excess costs of the health, dental and/or vision insurance plans selected. Excess costs refer to the costs, if any, above the amount of the District contribution, which will be equivalent to the actual costs of the retiree and one (1) dependent plan chosen by the District.
- 21.6.1.4 Retirees are not eligible for life insurance.
- 21.6.1.5 Those intending to retire and who plan to change health insurance carriers should notify the payroll office of the new selection by the open enrollment deadline prior to the retirement. In no case will the District contribution exceed the cost of Kaiser Los Angeles Area Region 2-party coverage for any length of time after retirement.
- 21.7 Retirees Age 65 and Older
- The District contribution for health benefits shall be \$192 per year providing all of the following apply:
- 21.7.1 Retiree must have retired from the William S. Hart Union High School District.

- 21.7.2 Retiree must be a participant in the State Teachers Retirement System (STRS) or California Public Employees' Retirement System (CalPERS).
- 21.8 Leaves of Absence
- 21.8.1 Unit members on paid leaves of absence shall be treated the same as unit members not on leave.
- 21.8.2 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.
- 21.9 Duration of Benefits
- 21.9.1 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.
- 21.9.2 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.
- 21.9.3 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.
- 21.9.4 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.
- 21.9.5 Unit members shall notify the Payroll office within ten (10) days of a change in the eligibility of dependents.
- 21.10 Vehicle Damage
- 21.10.1 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:
- 21.10.1.1 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.
- 21.10.1.2 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.
- 21.10.1.3 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.

- 21.10.1.4 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.
- 21.10.1.5 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.
- 21.10.1.6 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.
- 21.10.1.7 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.
- 21.10.1.8 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.
- 21.10.1.9 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.

21.11 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.

- 21.11.1 Permission to have such personal property at the school site must be secured in writing from the site administrator, and a written inventory must be presented to the site administrator.
- 21.11.2 The financial limit of the District's responsibilities shall be \$400 or the amount of the unit member's deductible portion of his/her personal property insurance, whichever is less.
- 21.11.3 The District's total liability for reimbursement for vehicle or personal property damage or theft shall not exceed \$10,000 in any school year. Reimbursements will be made at the end of the semester. Expenditures shall not exceed \$5,000 in the first semester.

21.12 Options

21.12.1

Unit members may participate in tax sheltered annuities, life insurance plans, and salary protection insurance plans of their own choosing with the District providing payroll deduction at no cost for this purpose.

ARTICLE XXII - TEACHER-LIBRARIAN

22.1

The school teacher-librarian shall be consulted by the school administrator prior to the use of the library for non-library purposes during school hours. There shall be a priority placed on student-centered learning activities in making the decision to use the library for non-library purposes during normal school hours.

ARTICLE XXIII - CONTINUATION HIGH SCHOOL AND ACADEMY OF THE CANYONS

- 23.1 The workday for unit members at continuation high school shall be no longer than the maximum workday of other unit members in the same job classification.
- 23.2 Unit members at continuation high school shall be assigned approximately the same amount of time in teaching and preparation as other unit members.
- 23.3 The continuation high school shall be staffed with full-time teachers according to the following:

ADA	# Teachers
76-90	5
91-105	6
106-120	7
121-135	8
136-150	9
151-180	10

- 23.4 The enrollment of regular classes at continuation high school shall not exceed twenty-five (25) students per class for a period of more than five (5) workdays.
- 23.5 Unit members assigned to continuation high school shall not be required to teach split (e.g., morning and evening) sessions.
- 23.6 Additional faculty, departmental or other meetings may be required at continuation high school. Such meetings shall be limited to not more than two (2) days per week and not more than an average of two (2) hours per two-week period beyond the regular workday.
- 23.7 Up to three (3) hours of the ten (10) hours of supervision referred to in Article IX (9.4) may be substituted by agreement between the unit member and the principal for the time spent in activity days and District testing which interfere with the unit member's regular lunch and break periods.
- 23.8 No continuation high school unit member shall be requested to assume administrative responsibilities in the absence of the principal while at the same time being required to perform regular teaching duties.
- 23.9 The ASB advisor and the yearbook advisor shall receive additional factors in accordance with Appendix C.

23.10 Academy of the Canyons

23.10.1 The District and the Association agree to implement a program in collaboration with College of the Canyons called Academy of the Canyons. The program will commence in the 2000/2001 school year and will be located on the College of the Canyons campus. The high school portion of the program is to be staffed by Hart District employees.

23.10.2 Hart District teachers will be selected for this program in the same manner as for any other District program. Teaching schedules will consist of four regular teaching periods per day plus one advisement period and a prep period. The length of the working day 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.

23.10.3 The calendar year for unit members assigned to Academy of the Canyons shall reflect the same number of working days as for other unit members. Work days shall generally be the same, but may be adjusted to accommodate students who receive concurrent College of the Canyons instruction.

Unit members who become involved in student applicant interviews outside of regular work hours shall be compensated at the hourly rate. Time cards signed by the principal should be completed for this purpose.

ARTICLE XXIV - INDEPENDENT STUDY PROGRAM

- 24.1 The work year for unit members assigned full-time to the Independent Study Program shall not exceed that of other unit members assigned to classroom teaching and shall encompass approximately the same opening and closing dates as specified in the calendars adopted or to be adopted for comprehensive schools.
- 24.2 The number of hours per week assigned to any full-time unit member in the Independent Study Program shall not exceed the maximum number of hours assigned to any other unit members in the same job classification.
- 24.3 The maximum enrollment per teacher in the Independent Study Program shall not exceed thirty (30) actively enrolled students without the written consent of the affected unit member.

ARTICLE XXV - SPECIAL EDUCATION

- 25.1 In developing the school's master schedule, the principal or designee shall have as one (1) objective the creation of flexible schedules for resource specialists that allow having four (4) assigned periods and one (1) counseling/resource period and one (1) preparation period. In order to meet this objective it must prove to be reasonably possible within the parameters of the master schedule to assign resource specialists the legal limit of student contacts within four (4) class periods.
- 25.2 The District shall provide a substitute at a school on the day(s) that required special education meetings are scheduled when a need for a substitute exists as determined by the school administration.
- 25.3 The Association and the District recognize and mutually agree that individuals with exceptional needs (IWENs) require special attention. This paragraph is expressly excluded from Article XV, Grievance Procedure.
- 25.3.1 When mainstreamed, IWEN's shall be scheduled into appropriate classes as equitably as reasonably possible, and class sizes shall be adjusted appropriately whenever practicable, taking composition into consideration.
- 25.3.2 The District and the Association agree to form a work group to study the impact of IWEN's on the master schedule and develop recommendations to adequately distribute IWEN's throughout the schedule.
- 25.4 Special Day Testing Period
- 25.4.1 Each Special Day program at the comprehensive junior high schools and high schools shall be allotted staffing for one testing period.
- 25.4.2 This period shall be assigned to one teacher, but the use of the testing period shall be scheduled within the department on an as needed basis.

ARTICLE XXVI - TEACHER INDUCTION PROGRAM

- 26.0 All unit members hired effective July 1, 2002 or later are required to successfully complete the Hart District Induction Program based on credential type and years of full-time teaching experience.
- 26.1 Peer Assistance and Review
- There shall be a Peer Assistance and Review (PAR Program (hereafter referred to as "Program") for all unit members who have regular teaching assignments (unit members who are excluded are nurses, speech and language pathologists, psychologists, librarians, and counselors). The Program shall have three distinct components:
- 26.1.1 Beginning Teacher Coaching Program
- 26.1.1.1 This component shall provide peer assistance and review to all first-year teachers in the District who have less than three full years experience on regular contracts. This assistance and review shall be provided at a ratio of 1:15.
- 26.1.1.2 PAR service shall be provided to first-year beginning teachers in the District with more than three years of experience if the teacher is teaching with an emergency credential, as an intern, or as a long-term substitute. PAR service to be provided on a space available basis.
- 26.1.2 Second Year Assistance program
- 26.1.2.1 This component will be provided with support from BTSA, BTSA/Induction, or second year of PAR service. A second year of PAR service may be the result of a request from the beginning teacher, request from the principal, or request/recommendation of the PAR Panel, with the district/principal retaining the final decision on the beginning teacher's employment status.
- 26.1.3 Permanent Teacher Assistance and Intervention Program
- 26.1.3.1 This component of the Program shall provide intervention to permanent teachers who receive a composite "unsatisfactory" evaluation. Participation is mandatory.
- 26.1.3.2 Further, permanent teachers desiring assistance in improving his/her practice may apply to the PAR Panel for such assistance on a confidential basis.
- 26.1.3.2.1 The PAR Panel shall have the authority to accept or reject such applications.
- 26.1.3.2.2 Once the application for participation in the PAR program has been received and accepted, the voluntary teacher shall participate in and remain in the program for the next school year.

- 26.1.3.3 This Program shall not deal with teachers' employment issues which arise from accusations of neglect of duty or misconduct.
- 26.2 Peer Assistance and Review Panel
 - 26.2.1 The Program shall be governed by the PAR Panel composed of three District/site members and four HDTA members. Decisions shall be made by consensus wherever possible. Should a vote be required, action must be taken on an affirmative vote of at least five (5) members.
 - 26.2.2 The PAR Panel shall be responsible for:
 - 26.2.2.1 Meeting at least three (3) times annually to review the work of the consulting teachers with their caseloads;
 - 26.2.2.1.1 Generally, the Panel shall meet within the Panel members' workday; however, work after 4:00 p.m. shall be compensated at the negotiated hourly rate.
 - 26.2.2.2 Developing the budget for the Program subject to Board approval;
 - 26.2.2.3 Selecting consulting teachers;
 - 26.2.2.4 Evaluating consulting teachers and their documentation;
 - 26.2.2.5 Making the re-hire recommendation on first year probationary teachers to the Governing Board;
 - 26.2.2.6 Accepting or rejecting voluntary requests for assistance from individual teachers per Section 26.1.3.2 above;
 - 26.2.2.7 Monitoring the progress of permanent teacher intervention including making the decision on the success of such intervention and so advising the Governing Board;
 - 26.2.2.8 Selecting its own chair, and
 - 26.2.2.9 Reviewing consulting teachers' interventions.
 - 26.2.2.10 Matching consulting teachers and participants by teaching fields as much as possible.
 - 26.2.3 A Panel member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest. If necessary, determination of whether a conflict exists which justifies abstention from discussion or voting shall be subject to Section 26.2.1 above.
- 26.3 Consulting Teachers
 - 26.3.1 Consulting teachers will work exclusively in the PAR Program.
 - 26.3.2 Consulting teachers shall be released full-time to work in this program.

- 26.3.3. The number of consulting teachers to be released shall be determined by the number of eligible evaluatees and available funding.
- 26.3.4 The consulting teachers shall have one-year terms, renewable each year up to three years. No consulting teacher shall serve more than 5 of any 8 consecutive years. Consulting teachers shall be selected during the spring semester of each year. Upon the PAR Panel's determination of need, up to two (2) consulting teachers shall be eligible to serve for 5 consecutive years.
- 26.3.5 All consulting teaching assignments are subject to annual evaluation by the Panel.
- 26.3.5.1 The documentation of such evaluation shall not be made a part of the consulting teacher's personnel file except upon the express written request of the individual consulting teacher.
- 26.3.6 The parties do not see the consulting teacher assignment as a part of the career ladder of an individual who seeks to be an administrator in the District.
- 26.3.7 Communication and consultation with the principal shall be ongoing.
- 26.3.8 Consulting teachers shall have responsibility for 15 beginning teacher evaluatees, each of whom shall receive at least 10 hours of assistance per semester.
- 26.3.8.1 Each permanent teacher intervention assignment for an individual consulting teacher shall be calculated as two (2) evaluatees.
- 26.3.9 Consulting teachers shall have a workyear that is 5 days longer than the regular teacher workyear (at per diem compensation) scheduled by the PAR Panel.
- 26.3.10 At the conclusion of his/her service, a consulting teacher shall have return rights to a position for which the individual is qualified at his/her school of origination. If there is no open position, a position will be created by an involuntary transfer of the least senior member of the department. A consulting teacher returning to the classroom after a second or subsequent term will have only grade level and subject matter rights and may not be guaranteed return to their previous site.
- 26.3.11 Consulting teachers shall have the primary responsibility for the evaluation of evaluatees for the evaluatees' first year. This shall be done in consultation/cooperation with the principal.
- 26.3.12 The principal shall be the evaluator for all 2nd year probationary teachers.
- 26.4 Permanent Teacher Intervention

- 26.4.1 The purpose of this Program is to assist and offer remediation to permanent teachers whose performance has been evaluated as a composite "unsatisfactory" by the principal or designee, or who volunteer to participate in the Program. It shall be the obligation of the Panel to report the results of this intervention to the Governing Board. The written documentation in the evaluation report shall become a part of the permanent teacher's personnel file.
- 26.4.2 The prime focus of this Program is to provide assistance and renew quality teaching.
- 26.4.3 Assistance and remedial efforts and activities shall be intense and multifaceted and shall be preceded by a conference in the spring of the year when the teacher receives the "unsatisfactory" evaluation. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher, and the consulting teacher to begin the development of an individual improvement plan. If the permanent teacher so desires, HDTA shall provide representation in this meeting.
- 26.4.4 During the period of assistance, the permanent teacher's evaluation shall be the joint responsibility of the consulting teacher and the Panel. It is the intent of the parties that this process serve as the sole evaluation process for the permanent teacher.
- 26.4.5 The assistance shall be provided by the peer consulting teachers under this article and shall be closely monitored by this Program's governing Panel.
- 26.4.6 Communication and consultation with the principal shall be ongoing.
- 26.4.7 Nothing in this article precludes the principal or District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of his/her professional obligations.
- 26.4.7.1 Should the principal deem it necessary to communicate with a teacher in this intervention program in a manner that is related to progressive discipline, i.e. letter of warning, reprimand, etc., he/she shall inform the consulting teacher or inform the Panel directly.
- 26.4.8 The consulting teacher will share all written and oral evaluation reports during a conference with the teacher at least once every six weeks. A copy of the written reports will be provided to the principal and the Panel.
- 26.4.9 At the same time reports are made to the Panel regarding first year teachers, the consulting teachers will provide an oral report and all written documentation regarding the progress of the permanent teachers in the Peer Assistance and Review Program.
- 26.4.9.1 The teacher and principal will be given an opportunity to respond to the report within a reasonable period of

- 26.4.9.2 None of these individuals in section 26.4.9.1 may be present during deliberations of the Panel which are confidential. The Panel may request additional follow-up information from any of these individuals.
- 26.4.10 The course of assistance shall include one or more of the following:
- 26.4.10.1 Multiple classroom observations by the consulting teacher;
- 26.4.10.2 Assistance specific to the area which has been evaluated to be "unsatisfactory";
- 26.4.10.2.1 Or other areas deemed in need of assistance by the consulting teacher during the period of assistance.
- 26.4.10.3 Opportunities for the teacher receiving assistance to observe exemplary practice either by the consulting teacher or other exemplary teachers;
- 26.4.10.4 District provided professional development opportunities;
- 26.4.10.5 Conference attendance, perhaps in the company of the consulting teacher to facilitate reflection on how this experience fits into the individual improvement plan; and
- 26.4.10.6 Other forms of assistance which the consulting teacher and the Panel may provide.
- 26.4.10.6.1 The parties understand that every possible subject matter competency may not be available within the corps of consulting teachers, and therefore it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the consulting teacher shall maintain prime responsibility for the individual improvement plan but may function more like a case carrier who assures the availability of appropriate resources.
- 26.4.11 Either at the time of the Interim Report or at the conclusion of the program of assistance, the Panel shall report to the permanent teacher, the principal, and the Board of Trustees of the School District that:
- 26.4.11.1 Either the permanent teacher is now "proficient" in the area(s) identified for improvement, and the principal shall evaluate the unit member the next year, or
- 26.4.11.2 The Panel and consulting teacher do not consider the permanent teacher to be improving to the point of achieving "proficiency" in the area(s) identified for improvement, with reasons given in support of this conclusion. The Panel may recommend that the District initiate dismissal proceedings, continue to provide assistance, and/or refer the permanent teacher back to the principal for evaluation for the next year.
- 26.4.12 Notwithstanding 26.4.11 above, and while the term of assistance shall generally occur within one school year, the

intervention may be extended into all or part of a second year if the Panel believes that further assistance is still appropriate because the permanent teacher may not have returned to a "proficient" level of performance.

- 26.4.13 The deliberations of the Panel shall be closed and confidential; their decisions shall be based on the information provided by the consulting teacher, the principal, and the permanent teacher and/or HDTA representative who is assigned.
- 26.4.13.1 Reports of Panel votes shall only include the number of Panel members voting on each side of any questions before the Panel.
- 26.4.14 The decision of the Panel shall be reported to the teacher, the consulting teacher, and the principal in conference with the Assistant Superintendent, Personnel, and a representative of HDTA who is a member of the Panel.
- 26.5 Permanent Teacher Due Process Rights
 - 26.5.1 The permanent teacher shall be entitled to review all reports generated by the peer consulting teacher prior to his/her submission to the Panel and to have affixed thereto his/her comments. To effectuate this right, the peer consulting teacher shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to any such meeting.
 - 26.5.2 The permanent teacher shall have a right to request the presence of an HDTA member in any meeting of the Panel to which he/she is called and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.
 - 26.5.3 The decision to refer a permanent teacher for intervention through this Program shall not be subject to the grievance procedures.
 - 26.5.4 The permanent teacher shall have the right to timely reports of progress being made.
 - 26.5.5 The permanent teacher shall have the right to appear before the Panel prior to the final decision of the Panel.
 - 26.5.6 The permanent teacher shall have the right to present reasons why a specific consulting teacher should be replaced and another consulting teacher substituted and to have those reasons considered. This option may be exercised once.
 - 26.5.7 The record of this intervention may be sealed within the personnel file after four (4) years.
 - 26.5.8 This Program in no manner diminishes the legal rights of bargaining unit members.
- 26.6 Miscellaneous Provisions

- 26.6.1 A teacher shall not have access to the grievance process to challenge the contents of reports, evaluations or decisions of the Panel but may file responses which shall become part of the official record of the intervention.
- 26.6.2 This program shall be a partnership program between the District and HDTA.
- 26.6.3 It is understood and agreed that this Program shall terminate if for any reason there exists an inability for full funding thereof through AB1x (1999, Villaraigosa) or successor legislation.
- 26.6.4 The cost of releasing consulting teachers for service in the Program shall be computed on the basis of a step 1, column 1 replacement temporary teacher plus benefits, fixed costs, and the per diem cost of the consulting teachers' extra 5 days.
- 26.6.5 Governing Board Review of Recommendations: Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.
- 26.6.6 Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention or non-reelection of certificated employees.
- 26.6.6.1 Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code Section 44938.
- 26.6.7 The Peer Assistance Program shall be reviewed annually.
- 26.6.8 The District shall hold harmless the members of the PAR Panel and the consulting teachers for any liability arising out of his/her participation in this Program as provided in Education Code Section 44503(c).
- 26.6.9 Confidentiality: All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, panel members and consulting teachers may disclose such information only as necessary to administer this article.
- 26.6.10 Professional Growth
- 26.6.10.1 Unit members who do not meet a professional growth or semester units requirement of the Teacher Induction Program will not advance on the salary schedule but will remain "frozen" until the growth or unit requirement is met, at which time they shall be placed on the same step a unit member not "frozen" would have reached, and shall then progress step by step. Unit members so placed on the higher step shall have their salary adjustment reflected in the next full-month pay period.

- 26.6.10.2 When a unit member who has been "frozen" on the salary schedule earns sufficient units to move to the next column, the unit member shall be placed on the same step in the next column a unit member not "frozen" would have reached, and shall then progress step by step.
- 26.6.10.3 Unit members may move more than one (1) vertical step per year, but only in the case of being "frozen" immediately prior to the movement. Otherwise, movement shall not be more than one (1) vertical step per year.
- 26.7 Induction Director
- 26.7.1 After consultation with the Association, the district may designate a unit member as Induction Director.
- 26.7.2 When considering eligibility for consulting teacher reapplication, time served as Induction Director shall not count for any part of the required two-year hiatus from consulting teacher service. (See Article 26.3.4)
- 26.7.3 The Induction Director shall be recommended by the PAR Panel and approved by the Governing Board. The Induction Director is directly responsible to the PAR Panel and the Assistant Superintendent of Human Resources. There shall be an annual evaluation of the Induction Director by the PAR Panel.

ARTICLE XXVII - TEACHER ON SPECIAL ASSIGNMENT

- 27.1 After consultation with HDTA, the District may designate a unit member as a Teacher on Special Assignment. The length of the assignment could range from a minimum of one semester to a maximum of two years. The number of unit members on special assignment shall not exceed three (3) FTE's in any given school year. Staffing for such positions shall be outside the normal staffing ratio.
- 27.2 Unit members who accept a Special Assignment shall have the option of returning to their sites at the conclusion of the assignment. The salary shall be the same as if on regular assignment.
- 27.3 Vacancies for Special Assignments shall be advertised in the same manner as other certificated positions. The selection process will include paper screening and an interview. The interview panel will consist of unit members and administrators with expertise in the area of the Special Assignment. Recommendations from the interview panel will be forwarded to the Assistant Superintendent, Human Resources, who may coordinate a final interview.
- 27.4 As the need for a Special Assignment arises, a committee of unit members and administrators will clearly define the role and responsibility of the position. In no case will the duties include evaluation or supervision of another unit member.

ARTICLE XXVIII - LONG-TERM SUBSTITUTES

- 28.1 A substitute shall become a long-term substitute commencing with the twenty-first (21st) day of consecutive service in the same assignment.
- 28.2 Absence due to illness, personal emergency, bereavement or subpoena, up to three (3) consecutive days, shall not be considered a break in service in computing the twenty (20) consecutive days, nor shall any such days of absence be credited toward the twenty (20) consecutive days.
- 28.3 Inservice days that occur during the twenty (20) consecutive days shall not constitute a break in service; however, substitutes employed for those days shall have any such days credited toward the twenty (20) consecutive days.
- 28.4 Commencing with the twenty-first (21st) day of consecutive service in the same assignment, the long-term substitute shall be paid at twice the established daily rate for substitutes.
- 28.5 Long-term substitutes shall not be eligible for holiday pay.
- 28.6 At the discretion of the District, a substitute may be transferred from one assignment to another at any time; however, such reassignment shall not be construed as a break in service on the same assignment, provided that the previous assignment could have extended to twenty-one (21) or more consecutive days. Should the previous assignment not result in a potential assignment of twenty-one (21) or more consecutive days, the day of reassignment shall be counted as the first (1st) day of a new assignment.
- 28.7 With regard to Article XXVIII, "day" refers to "workday."
- 28.8 The long-term substitute counselor shall be paid at the rate of \$300 per day.

ARTICLE XXIX - REASSIGNMENT

- 29.1 A reassignment includes the following changes in a unit member's job assignment. Notification of reassignment shall occur as early as practicable.
- 29.2 Change to a librarian, counselor, psychologist, speech and language pathologist, or school district nurse position from a different position:
 - 29.2.1 All applicable clauses of the transfer policy shall be followed in accomplishing such a change.
- 29.3 Change from a librarian, counselor, psychologist or school district nurse position:
 - 29.3.1 Due to a reduction in service: reassignment necessitated by board action to reduce or eliminate services shall be accomplished by taking into consideration the educational needs of the District, which shall include but not be limited to, and without order or preference: training, major and/or minor fields, credentials, degrees, evaluations, health, cocurricular and other special competencies, personality factors, experience in and outside the District, District affirmative action goals, particular educational needs of a school or department or the District, and, where practicable, advice and counsel of appropriate faculty personnel and/or departments.
 - 29.3.1.1 A unit member who has been tentatively selected for reassignment under Section 29.3.1 shall be notified as soon as possible, and shall be granted an interview with the appropriate administrator within five (5) workdays of receiving such notification. The final decision of reassignment shall not be made prior to the expiration of the five (5) workdays, and shall take into consideration any expressed concerns or preference of the unit member.
 - 29.3.1.2 Upon the unit member's request, a unit member who is reassigned under Section 29.3.1 shall be given the specific reasons for the reassignment. The reasons shall be given in writing if the unit member so requests in writing.
 - 29.3.1.3 All other factors being essentially equal, reassignment shall occur based upon reverse seniority. Should the position(s) later be restored, the person(s) earlier affected shall have preferential rights to the former position(s).
 - 29.3.2 For Cause: Reassignment may occur for the subsequent school year whenever a unit member is evaluated with an overall unsatisfactory rating for one (1) year or below District standards for two (2) years.
 - 29.3.3 Unit Member Initiated: A unit member assigned as a librarian, counselor, psychologist, speech and language pathologist, or school district nurse may request reassignment to teaching. Such reassignment shall be accomplished for the first semester in which a suitable vacancy in the unit member's major or

minor occurs, and for which the unit member is properly certified.

29.4 Department/Area Chairpersons

- 29.4.1 No later than two (2) weeks prior to the end of the second semester, the unit members of a department/area shall recommend one (1) of their members as department/area chairperson by a majority vote. The department chair nomination process shall be uniform between departments and between schools. The number of votes cast by each unit member shall equal the number of periods in the department/area. Voting shall be by secret ballot and votes counted by a non-nominated department member. Nominees may be present for the vote counting if they so desire. The outcomes of department chair elections shall be made public. Should the unit members fail to hold an election, or make no recommendation, the principal shall make the assignment. The recommendation by unit members and the assignment by the principal shall be tentative until the second week of the first semester of the subsequent school year. Assignment as department/area chairperson commences with the start of the first semester of the school year and ends with the start of the first semester of the succeeding school year. The principal may ask the department members to make a new recommendation.
- 29.4.2 In any event, the final assignment of department/area chairpersons shall be made by the principal.
- 29.4.3 There shall be a minimum of ten (10) department/area chairpersons at the comprehensive high schools, and each department shall be represented. There shall be a minimum of six (6) department/area chairpersons at the junior high schools, and each department shall be represented.

ARTICLE XXX - TEMPORARY UNIT MEMBERS

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

ARTICLE XXXI - CONCERTED ACTIVITY

- 31.1 During the term of this Agreement, the Association shall not promote or support any strike, slowdown, work stoppage or refusal to perform job functions or direct interference with operations of the District or comply with the request of other labor organizations to engage in such activities.
- 31.2 In the event of any such activity in the paragraph above by any unit member(s) the Association shall inform such member(s) that the member(s) is in violation of this Agreement and request the member(s) in writing to comply with the terms of this Agreement.
- 31.3 Any unit member engaging in any activity proscribed in Section 32.1 of this Article may be subject to discipline.
- 31.4 Notwithstanding Sections 31.1, 31.2, and 31.3, if negotiating in accordance with Article 35, Sections 35.1 through 35.1.4 inclusive, and the impasse provisions of Government Code Section 3548 through 3548.4 are exhausted, parties agree to suspend Sections 31.1, 31.2, and 31.3.

ARTICLE XXXII - MISCELLANEOUS PROVISIONS

- 32.1 This Agreement shall supersede any rules, regulations, or practices of the District which are or may, during the duration of the Agreement, be contrary to or inconsistent with its terms.
- 32.2 All unit members who participate in the production of media, publications, or other produced educational materials while not on District-paid time nor produced with district materials, equipment or supplies shall retain residual rights should they be copyrighted or sold by the District.
- 32.3 Within thirty (30) days of ratification of the Agreement by both parties, the District shall make available by electronic media copies to all unit members, plus fifty (50) additional hard copies for the Association. During the duration of this Agreement, any person who becomes a member of the bargaining unit shall also receive a copy of this Agreement.
- 32.4 The provisions of this Agreement and rules which are designed to implement this Agreement shall be applied equitably.
- 32.5 The District shall notify and consult with the Association before creating new certificated positions or job titles.
- 32.6 Unit members shall dress in a manner appropriate to their teaching/working environment.

ARTICLE XXXIII - SAVINGS

- 33.1 Should any provision of this Agreement or any application thereof to any member of the bargaining unit be held contrary to law by decision of a court of competent jurisdiction, such provision shall be deemed invalid to the extent required by such decision; however, all other provisions and applications shall continue in full force and effect.
- 33.2 Upon request of the Association or the District, a meeting shall be held within ten (10) days of such request to discuss and/or negotiate the effect of the decision.

ARTICLE XXXIV - NEGOTIATION PROCEDURES

34.1

Not later than the first day after the first WSHUHSD Governing Board meeting of May of the calendar year in which this Agreement expires, both parties shall meet and begin the process of negotiation in good faith on negotiable items. Any agreement reached between the parties shall be reduced to writing and signed by them. The date may be later if both parties agree to a later start date.

ARTICLE XXXV - COMPLETION OF MEET AND NEGOTIATION

- 35.1 During the term of this Agreement, the Association and the District expressly waive the right to meet and negotiate on any subject whether or not referred to or covered in this agreement, except that negotiations shall occur under the following conditions:
 - 35.1.1 As provided for in Article XXXIV, Negotiation Procedures.
 - 35.1.2 Mutual consent of both parties.
 - 35.1.3 Upon the request of either party subsequent to a court decision, a PERB decision, or a change of legislation affecting the scope of representation as specified in Government Code Section 3543.2, or affecting the application or implementation of the language of this Agreement, in which case the negotiation shall be limited to the issues raised in court decision, PERB decision, or legislation.

ARTICLE XXXVI - SUSPECTED CHILD ABUSE REPORTING

- 36.1 No later than the end of the first week of school the District shall annually provide each unit member with a copy of District Policies and Regulations on Child Abuse Reporting. A copy of the laws regarding the unit member's responsibilities to report suspected child abuse shall be made available upon request to unit members.
- 36.2 Within the first three (3) school months, the District shall annually conduct a compulsory staff inservice at each school dealing with the detection and reporting of suspected child abuse.
- 36.3 When a unit member notifies his/her immediate supervisor or designee of a suspected child abuse, the supervisor or designee shall provide immediate assistance to facilitate the unit member in his/her fulfillment of legal responsibilities. Such assistance shall include, but not be limited to, child protective agency telephone numbers and addresses, copies of official report forms, a private place for making the telephone report, and if requested for timely action, release time to make the telephone report.
- 36.4 The District and Association mutually agree that information regarding specific suspected child abuse reporting should be kept confidential.

ARTICLE XXXVII - ASSIGNMENTS AND CREDENTIALS

- 37.1 It is the desire of the District and the Association that no unit member shall be advised or compelled to accept an assignment out of his/her credential authorization, such that he/she or the District shall be subject to sanctions pursuant to Education Code. The District shall make a reasonable effort to assign or reassign unit members to teach classes consistent with their credentials and major/minor subjects of study.
- 37.2 In the event a unit member is assigned or reassigned to teach classes not consistent with his/her credentials or major/minor subjects, the unit member shall be advised by the District both orally and in writing of those provisions of the Education Code permitting such assignment or reassignment.
- 37.3 A Committee on Assignments shall be established to evaluate and approve applications from unit members to teach for up to one hundred percent (100%) of a full-time teaching assignment outside the unit member's credential authorization. The assignment may not include core classes. This committee shall be comprised of three (3) teacher unit members, selected in a manner determined by the Association, and three (3) District administrators.
- 37.4 A unit member who is a holder of a standard secondary credential and who, prior to September 1, 1987, has taught successfully in a subject within the department of his/her academic major or minor for a minimum of three (3) years may receive a supplementary authorization in that subject in accordance with Education Code Section 44258.7(a).
- 37.5 The District shall provide the option of compensation for course work taken in order to obtain appropriate supplementary authorization to unit members assigned to teach out of subject areas listed on their credentials.
- 37.5.1 If the District determines that it is necessary for a unit member to teach subject area(s) not listed on his/her credential(s), and if the unit member agrees to do so, the District shall pay the actual tuition costs for those college/university courses required for the supplemental authorization(s), according to the following limits:
- 37.5.1.1 Maximum per semester unit tuition reimbursement shall not be greater than 125% of the then-current charges by California State University - Northridge for similar courses.
- 37.5.1.2 Fifty percent (50%) of the amount due shall be paid upon proof by the unit member of satisfactory completion of an applicable course.
- 37.5.1.3 The balance shall be paid upon receipt and registration of the credential(s) with the Los Angeles County Office of Education.

37.5.2

If the unit member avails him/herself of District compensation for this course work, the units acquired shall not apply for professional growth advancement on the salary schedule. Course work paid for by the unit member shall apply toward advancement on the salary schedule.

ARTICLE XXXVIII - SITE-BASED DECISIONMAKING

- 38.1 All schools within the District shall be encouraged to create pilot projects for site-based decision-making. Decision-making program proposals shall identify the composition of the decision-making team, which shall include the appropriate combination of site administrators, certificated staff, classified staff, parents, community and students.
- 38.2 All projects submitted for approval shall have secured a 75% vote of approval from 100% of the certificated staff (including site administrators, teachers, librarians, counselors, and other certificated people directly involved on a day-to-day basis, such as a psychologist). With this vote consensus will be assumed to have been reached. All site-based project votes shall be conducted by secret ballot with an Association representative participating in the vote count.
- 38.2.1 For the purpose of who can vote on the site-based decisions, it shall be only those certificated personnel that are presently working and not on leave. All voting must take place on the school grounds and no voting may take place by email, phone or electronic media.
- 38.3 The Hart District Teachers Association and the Wm. S. Hart Union High School District must approve any proposal prior to implementation. Proposals shall be approved or disapproved as submitted, without alteration. Changes may be suggested to the school site for their consideration.
- 38.4 Projects, unless otherwise approved, shall not exceed one school year. With an approved project, the site decision-making team shall have the authority to make all decisions regarding the project.
- 38.5 Each project shall contain a process for evaluation and accountability, including who (individually or collectively) is responsible for various aspects of the project.
- 38.5.1 written description of each project, including the process for evaluation and accountability, shall be dated and sent to both the Association and the District within five (5) workdays after the date of the site vote. Failure to do so shall result in the cancellation of the project.
- 38.6 Any project approved at the site shall include the presumption that the project is for that site only and shall not limit other programs or compel other sites to follow suit. Also any site-based decisions that are contrary to existing language in the Agreement shall be presumed to change the language of the Agreement for that site only. There shall be no presumption of past practice for employees at other sites.
- 38.6.1 o site-based project shall be a project approving a "concept" with the particulars or details of the project to be determined at a later time through another vote or any other decision-making procedure. All particulars must accompany the original site-based project, program, or proposal.

- 38.7 Programs approved at a school for two consecutive years through the Site-based Decision-making procedure shall not be subject to the process in succeeding years. Any changes to, or elimination of, a site program must be accomplished by using the Site-based Decision-making process.
- 38.7.1 When the project is up for a second year vote, the first year paperwork must be attached so that the Hart District and the Hart District Teachers Association can be assured that the first and second year site-based decisions are the same in intent.

ARTICLE XXXIX - ACADEMIC FREEDOM

- 39.1 The District acknowledges that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the student. Instruction should also be sensitive to the community needs and the values of diverse cultures and heritages. Academic freedom is essential to the fulfillment of the unit members' professional responsibility.
- 39.2 A unit member shall have reasonable freedom in instructional presentations and discussions and may introduce political, religious, or otherwise controversial issues and materials, provided that said issues and materials are clearly related to the Board-adopted Course of Study, are within the scope of the law, and provide opportunities for critical thinking, for developing tolerance, and for understanding conflicting points of view.
- 39.3.1.1 A unit member may express a personal opinion if he/she identifies it as such. A unit member shall not use his/her position to indoctrinate students with his/her own religious, political, economic, or social views.

ARTICLE XL - COMMITTEES

40.1 Health and Benefit Committee

A Health and Benefit Committee will be established within 30 days of ratification of this agreement. The committee will be composed of two members from each of the following groups: HDTA, CSEA, and District management. The mission for this committee will be to analyze district health benefit plans, investigate alternative plans and providers, explore an exit strategy to leave PERS, and design a health plan that best fits the needs of the district and employees.

40.2 Finance Committee

A Revenue and Expense Committee will be established within 30 days of ratification of this agreement. The committee will be composed of three members from each of the following groups: HDTA, CSEA, and District management. The purpose of the committee will be to review the District's budget, revenues, and expenditures on a quarterly basis.

40.3 Technology Committee

The establishment of a Technology Committee consisting of three (3) representatives each from the Association and the District. The purpose of this committee will be to assess current District policies concerning the academic use of technology in the classroom including but not limited to: Internet access/restrictions; acquisition/distribution of hardware and software. The committee will establish a process to review website access requests from site employees and make recommendations to the assistant superintendent of curriculum.

APPENDIX A

**William S. Hart Union High School District
21380 Centre Pointe Parkway
Santa Clarita, CA 91350**

Teacher-Librarian-Counselor-Nurse Salary Schedule

Effective 7/1/14 through 6/30/15

A.1.1	COLUMN I B.A. TO 29 SEMESTER UNITS	COLUMN II B.A. + 30-44 SEMESTER UNITS	COLUMN III B.A. + 45-59 SEMESTER UNITS OR M.A. +5	COLUMN IV B.A. + 60-74 SEMESTER UNITS OR M.A. + 20	COLUMN V B.A. + 75 SEMESTER UNITS INCL. M.A. OR M.A. + 35 OR B.A. + 84 (See A.1.14)
Step 1	*45577	45577	47216	50266	53316
Step 2	45577	46452	49502	52552	55602
Step 3	45688	48738	51788	54838	57888
Step 4	47974	51024	54074	57124	60174
Step 5	50260	53310	56360	59410	62460
Step 6	52546	55596	58646	61696	64746
Step 7	54832	57882	60932	63982	67032
Step 8		60168	63218	66268	69318
Step 9		62454	65504	68554	71604
Step 10			67790	70840	73890
Step 11			70076	73126	76176
Step 12			72362	75412	78462
Step 13			74648	77698	80748

*Per EC 45023.4

A.1.2 Increment \$2,286

A.1.3 Step \$2,286

A.1.4 Column \$3,050

- A.1.5 Anniversary increment of \$2,286 for subsequent service shall be granted at the completion of ten (10), fifteen (15), twenty (20), twenty-five (25), and thirty (30) years of service to the District, upon meeting District standards. Such service need not be continuous.
- A.1.6 The District may grant up to eight (8) years experience for placement of new unit members on the salary schedule.
- A.1.7 Possession of an earned master's degree from an accredited college or university shall add \$2,286 to all steps in Columns III, IV, and V.
- A.1.8 Possession of an earned doctorate from an accredited college or university shall add \$2,286 to all steps in Columns III, IV, and V.
- A.1.9 Hourly salary for unit members shall be \$34.00 per hour.
- A.1.10 Home study teachers shall receive payment for one (1) hour of preparation for each five (5) full hours of home study teaching completed.
- A.1.11 Alternative Day Program teachers shall receive one (1) additional increment if the majority of their assignment is outside the regular school day.
- A.1.12 Any credentialed special education teacher who is assigned to SC3, SC5, SC6 or Transition Learning Center programs shall receive one (1) additional increment. Any credentialed special education teacher who has taught SC3, SC5, SC6 or Transition Learning Center programs for one full year in this District in a prior year shall receive two (2) additional increments for this assignment.
- Any credentialed special education teacher, who is assigned SC7 students during the day, shall receive a stipend as follows:
- | | |
|----------------|--|
| 5-19 students | \$500/year the first year and \$1,000/year the second year |
| 20-38 students | \$1,000/year the first year and \$2,000/year the second year |
| 39 and above | \$2,000/year the first year and \$4,000/year the second year |
- A.1.12.1 A unit member designated as "Site chairperson" of Learning Post High School shall receive a stipend of \$5,000 per year.
- A.1.12.2 Responsibilities of the "Site Chairperson" shall include
- Scheduling and conducting intakes
 - Coordination of schedules
 - Gathering of ordering information
 - Answering procedural questions related to the daily operation
 - Student programs
 - Explanations related to proper student profiles for admission

- g. Completion of forms with the administrator
- h. Other non-administrative tasks that might arise

A.1.13

For a unit member to qualify for placement in Column V, with the BA + 84 option, the following apply:

- a) unit member must have a total of 84 semester units with a minimum of fifteen (15) semester units in courses at the 500 level or above in the area(s) of credential authorization or in a classroom education focused program.
- b) if the unit member has been actively employed in the District for ten (10) years or more as of September 1, 1997, he/she must have a total of 84 semester units beyond the bachelor's degree, with a minimum of nine (9) semester units in courses at the 500 level or above in the area(s) of credential authorization. Courses must be completed by June 30, 2000.

For courses with unusual numbering designation, the Assistant Superintendent, Human Resources, shall make the final determination.

A.1.14

Unit members shall advance horizontally on the Teacher-Librarian-Counselor-Nurse Salary Schedules when unit and credit requirements for advancement in column as specified in this appendix are met. In order for unit member to advance columns on the salary schedule, official transcripts must be received in the personnel office by October 15. That salary increase will be effective at the first end of the month pay period within 15 business days of submission of transcripts to the District office, but no earlier than July 1. Unit members earning units during the fall semester must submit transcripts to the personnel office by February 15 of the school year. That salary increase will be effective at the first end of the month pay period within 15 business days of submission of transcripts to the District office, but no earlier than January 1. Notice of intent of movement on the salary schedule must be communicated to the District by October 15 for units being earned in the fall semester.

A.1.14.1

Newly hired unit members must present verification of academic transcripts and years of past certificated employment within sixty (60) days of the initial hire date.

William S. Hart Union High School District
21380 Centre Pointe Parkway
Santa Clarita, CA 91350

PSYCHOLOGISTS SALARY SCHEDULE

Effective 7/1/14 through 6/30/15

<i>A.2.1</i>	COLUMN I M.A.	<i>COLUMN II</i> 60 Semester Graduate Units Incl. M.A.	<i>COLUMN III</i> B.A. +75 Graduate Units Incl. M.A. or M.A. +35 Graduate Units
Step 1	62246	64585	66924
Step 2	64585	66924	69263
Step 3	66924	69263	71602
Step 4	69263	71602	73941
Step 5	71602	73941	76280
Step 6	73941	76280	78619
Step 7	76280	78619	80958
Step 8	78619	80958	83297
Step 9	80958	83297	85636
Step 10	83297	85636	87975
Step 11	85636	87975	90314
Step 12	87975	90314	92653
Step 13	90314	92653	94992

A.2.2 Increment \$2,339

A.2.3 Step \$2,339

A.2.4 Column \$2,339

- A.2.5 Anniversary increment of \$2,239 for subsequent service shall be granted at the completion of ten (10), fifteen (15), twenty (20), twenty-five (25), and thirty (30) years of service to the District, upon meeting District standards and fulfilling professional growth requirements. Such service need not be continuous.
- A.2.6 The District may grant up to eight (8) years experience for placement of new unit members on the salary schedule.
- A.2.7 Possession of an earned master's degree from an accredited college or university shall add \$2,239 to all steps in Columns II and III.
- A.2.8 Possession of an earned doctorate from an accredited college or university shall add \$2,239 to all steps in Columns II and III.
- A.2.9 Hourly salary for unit members shall be \$34.00
- A.2.10 195 Workdays
- A.2.11 Department chairperson Factor will be comparable to Department Chair factor based on Teacher-Counselor-Librarian-Nurse salary schedule (B.2.4) except that the current Psychologist Chairperson (1997/98) shall continue to receive a factor of .045 of Column I Step I plus .0055 per FTE member in the department, excluding the chairperson, until that person relinquishes or is removed from that assignment.
- A.2.12 A unit member transferred from placement on the Teacher-Librarian-Counselor-Nurse Salary Schedule to placement on the Psychologist Salary Schedule shall be assigned the appropriate column placement and be placed on the step that will result in a base per diem salary not less than the base per diem salary which would otherwise be earned in the previous assignment on the current Teacher-Librarian-Counselor-Nurse Salary Schedule. For purposes of this section, base per diem salary excludes per diem compensation for anniversary increment(s) and/or for M.A./and/or Doctorate degrees.

**Speech Language Pathologists
District Certificated Calendar + 5 Days
Beginning July 1, 2015**

Annual Salary

A.3.1

	BA/BS + 30 Units or CTC Waiver	BA/BS + 60 Units or MA/MS or C.F.Y + CTC Credential	MA/MS SLP + 15 Graduate Units + CTC Credential	PhD or Ed. or MS/MA CCC SLP
Step	Column 1	Column 2	Column 3	Column 4
1	48,797	53,744	55,356	57,024
2	53,744	58,691	60,501	62,279
3	55,356	63,493	65,406	67,373
4	56,968	70,068	72,764	75,458
5	58,580	76,806	82,871	86,459
10	N/A	78,342	84,527	88,188
15	N/A	81,673	88,119	91,938
20	N/A	86,788	93,627	97,682

- A.3.2 The District may grant up to eight (8) years experience for placement of new unit members on the salary schedule.
- A.3.3 Additional Stipends/Increments comparable to the Teacher-Counselor-Librarian-Nurse Salary Schedule (\$2,268) are eligible for Mod-Severe Stipend (two beginning second consecutive year), Clinical Rehabilitative Services Credential, California Speech Pathology License, Certificate of Clinical Competence (ASHA national Board Certification)
- A.3.4 Hourly salary for unit members shall be \$34.
- A.3.5 190 Workdays
- A.3.6 Department chairperson Factor will be comparable to Department Chair factor based on Teacher-Counselor-Librarian-Nurse salary schedule (B.2.4).

- A.4 Salary Advancement - Steps :
- A.4.1 Unit members may advance vertically on the Teacher-Librarian-Counselor-Nurse-Psychologists, Speech and Language Pathologists Salary Schedules, one step for each year of service. All step (vertical) changes in salary status of unit members are dependent on verification of satisfactory service "Meets District Standards" as reflected in the composite section of the most recent evaluation.
- A.4.2 Unit members shall be advanced one (1) step on the salary schedule provided they have been under contract with the District for 75% of the days in the prior school year. Unit members on sabbatical or military leave are considered under contract with the District.
- A.4.3 A unit member who has been "frozen" on the salary schedule due to not meeting a professional growth or semester units requirement will begin to recover their appropriate position on the salary schedule in increments, that is, not more than one increment per year.
- A.5 Salary Advancement - Columns:
- A.5.1 Verification of the completion of course work must be filed with the Personnel Office prior to granting a column advancement. Verification shall be by means of official transcripts or other equivalent official documentation.
- A.5.2 All credit for salary advancement will be computed on the basis of semester units. One quarter unit is equal to two-thirds ($2/3$) of one semester unit. Fractions of one-half ($1/2$) or more shall be rounded upward.
- A.6 Academic Work, Placement and Progress on the Salary Schedule:
- A.6.1 One or more of the following guidelines for acceptable unit credit shall be used:
- A.6.1.1 Courses which enhance and enrich the unit member's contribution to the educational program. Such courses should serve to update the unit member's knowledge or to reinforce areas of professional need.
- A.6.1.2 Courses taken from an accredited four year college or university which fulfill the requirements for a credential or for an advanced degree.
- A.6.2 Courses for unit credit may be achieved in any of the following ways:
- A.6.2.1 Attendance at an accredited four-year college or university (Regional Accrediting Association and/or State Board of Education).

- A.6.2.2 Attendance at an extension session of an accredited four-year college or university. (Regional Accrediting Association and/or State Board of Education.)
- A.6.2.3 Completion of any course work taken at the District's request.
- A.6.2.4 Any exception to the above must have the prior approval of the District administrator in charge of personnel.
- A.6.3 Unit members on unpaid leaves of absence upon reemployment by the District shall be reinstated on the step and column of the salary schedule which they had previously attained providing they return to the District within 39 months. Column advancement shall be granted upon verification of required units.
- A.7 Vocational, Trade and Industrial Credentials/Teacher-Librarian-Counselor-Nurse Salary Schedule
 - A.7.1 Column I - Five (5) years' full-time paid work experience (part-time work pro-rated) or forty-eight (48) semester units from an accredited college of vocational training plus three (3) years' work experience within three (3) years preceding credential issuance plus high school diploma.
 - A.7.2 Column II - Designated subject credential with five (5)-year renewal plus U.S. Constitution course. Require A.A. or B.A. degree.
 - A.7.3 Column III - Clear designated subject credential in vocational area of assignment plus two (2) years of full-time teaching plus nine (9) semester units in a Commission-approved program that includes completion of Phase I and Phase II Core Programs in vocational education; health education (1.5 units) requirements for clear credential. Require B.A. degree.
 - A.7.4 Column IV - Clear designated subject credential plus fifteen (15) semester units that include Phase I and Phase II. Require B.A. degree plus fifteen (15) semester units.
 - A.7.5 Column V - B.A. plus clear designated subject credential. Require B.A. plus thirty (30) semester units.
- A.8 National Board Certification
 - A.8.1 All Unit members who successfully fulfill the requirements of the National Board for Professional Teaching Standards (NBPTS), pass the exam, and receive National Board Certification from the NBPTS and maintain current certification, shall receive an ongoing salary increase equal to one increment for the duration of the certification.

APPENDIX B

COUNSELORS, LIBRARIANS, SCHOOL DISTRICT NURSE DEPARTMENT/AREA CHAIRPERSONS, PROGRAM SPECIALIST, INDUCTION DIRECTOR SALARY SCHEDULE

B.1 Unit members serving in the following assignments shall be paid an additional factor of the Teacher-Librarian-Counselor-Nurse Salary Schedule, described in Appendix A. For the purposes below and unless otherwise stated, the factor is of Column V, Step 1, minus five (5) times the column change (A.1.4) \$38,066, and is on an annual basis.

B.2	Job Classification	Factors
B.2.1	Counselor, Induction Director, Program Specialist	.01 of the individual salary for the first year, .05 for the second year, and .09 for the third and succeeding years, plus daily rate of pay for extra days required work beyond the number of days specified in Article VI, School Calendar to total one hundred ninety-five (195) workdays for the Induction Director and Program Specialist and one hundred ninety-six (196) workdays for Counselors.
B.2.2	Librarian	.045 of the base salary plus daily rate of pay for ten (10) extra professional days of required work beyond the number of days specified in Article VI School Calendar
B.2.3	School District Nurse	.045 plus .0055 per full-time equivalent number in the department/area excluding the chairperson plus daily rate of pay for extra days of required work beyond the number of days specified in Article VI, School Calendar, to total one hundred ninety-one (191) workdays for the chairperson

B.2.4

.045 at comprehensive schools or .0225 at alternative schools, plus .0055 per full-time equivalent member in the Department/area excluding the chairperson.

Program Specialists

B.2.6

.01 of the individual salary for the first year, .05 for the second year, and .09 for the third and succeeding years, plus daily rate of pay for extra days required work beyond the number of days specified in Article VI, School Calendar, to total one hundred ninety-five (195) workdays. Effective July 1, 2007, if the Induction Director has already served for at least one, two, or three years, he or she may be placed immediately on the appropriate salary level.

APPENDIX C

EXTRA-CURRICULAR DUTIES SALARY SCHEDULE

- C.1 Unit members serving in the following special assignments shall be paid an additional factor of the Teacher-Librarian-Counselor-Nurse Salary Schedule, described in Appendix A. For the purposes below and unless otherwise stated, the factor is of Column V, Step 1, minus five (5) times the column change (A.1.4) \$38,066, and is on an annual basis.
- C.1.1 No unit member shall receive a stipend that has not been collectively bargained between the Association and the District except through stipend pools designated in C.3.1, C.3.2, and C.3.3.
- C.2 The positions listed in C.3.1, C.3.2, C.3.3, and C.3.6 and the number of the assignments shall be filled and maintained at the discretion of the District, and the unit members filling these positions shall receive the factor listed for these positions. The factor of any new position created by the District shall be subject to negotiation. The responsibilities and duties of unit members assigned to any of the extra-curricular positions shall be similar to past practice, except when a new position is created on a temporary basis. If such temporary positions are not filled at a later time, the District shall not be in violation of past practice. Further, if a stipend is funded through categorical funds the District shall not be obligated to continue the stipend if the categorical fund is discontinued or greatly reduced.

C.3 Extra-curricular duties:

C.3.1	Comprehensive Senior High Schools -----	Factors -----
	10 Academic Advisor	.11
	8 ASB Advisor	.18
	Senior Class Advisor	.04
	Junior Class Advisor	.04
	1 Band Director	.16
	1 Instrumental Music Director	.16
	1 Choir Director	.11
	2 Pep Advisor	.11
	2 Pep Assistant Advisor	.07
	2 Drill Team Advisor	.11

2	Flag Team Advisor	.11
3	Yearbook Advisor	.11
3	Newspaper Advisor	.045
4	Drama Advisor	.11
	Printing Advisor	.045
13	Dance Production Advisor	.045
11	Intramural Director	.11
12	Future Business Leaders of America Advisor	.045
	California Scholarship Federation Advisor	.033
	National Honor Society Advisor	.033
17	Webmaster	.045
18	Forensics/Speech Advisor	.045
19	Science Olympiad Advisor	.045
	Safe School Ambassador Coordinator	.041
	Teacher Librarian Support Provider (semester)	.014
	Professional Development Coach	.09
	REACH Coordinator	.082
	Intervention Coordinator	
	Intervention Budget under \$10,000	No stipend
	Intervention Budget \$10,000-19,999	.027
	Intervention Budget \$20,000-29,999	.041
	Intervention Budget \$30,000-39,999	.055
	Video Production Advisor	.045
	Stipend Pool	.2

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

C.3.2 Alternative Campuses with Daily Attendance

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

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

9	ASB Advisor	.055
6	Band Advisor	.055
5	Yearbook Advisor	.033
5	Journalism Advisor	.033
6	Choir Director	.033
14	Dance Production Advisor	.033

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

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

C.3.5	Athletics - Senior High Schools	Factors
	Athletic Director (Co-Director)	.12
	Athletic Director (Co-Director)	.12
	Athletic Director (Combined)	.18
	Football Head Coach	.12
	Football Assistant Coach	.07
	Basketball Head Coach	.10
	Basketball Assistant Coach	.07
	Baseball Head Coach	.10
	Baseball Assistant Coach	.07
	Track Head Coach (boys)	.10
	Track Assistant Coach (boys)	.07
	Track Head Coach (girls)	.10
	Track Assistant Coach (girls)	.07
	Cross Country Coach (boys)	.08
	Cross Country Coach (girls)	.08

Cross Country Assistant Coach	.07
Golf Head Coach	.08
Golf Assistant Coach	.07
Tennis Head Coach	.08
Tennis Assistant Coach	.07
Swimming Head Coach (Boys)	.10
Swimming Assistant Coach (boys)	.07
Swimming Head Coach (girls)	.10
Swimming Assistant Coach (girls)	.07
Softball Head Coach	.10
Softball Assistant Coach	.07
Volleyball Head Coach	.10
Volleyball Assistant Coach	.07
Soccer Head Coach	.08
Soccer Assistant Coach	.07
Lacrosse Head Coach	.08
Lacrosse Assistant Coach	.07
Wrestling Head Coach	.08
Wrestling Assistant Coach	.07
Dive Coach	.07

- C.3.5.1 A position of Tennis Assistant Coach(es) shall be compensated only for those schools assigned by the California Interscholastic Federation (CIF) to a league which has Junior Varsity (JV) tennis competition.
- C.3.6 Beginning in September 1985, a unit member coach receiving a district coaching factor who served during the 1984-85 school year or serves thereafter in one (1) of the coaching assignments above shall receive an additional .0025 factor for each previous year of service to the District in any coaching assignment for which a factor is paid during the 1984-85 school year or thereafter up to a maximum of .03. Such service need not be continuous.
- C.3.6.1 Beginning in September of 1990, a unit member athletic director receiving a district athletic director factor who served during the 1989-90 school year or serves thereafter in one (1) of the athletic director assignments listed above shall receive an additional .0025 factor for each previous year of service to the District in any athletic director assignment for which a factor is paid during the 1989-90 school year or thereafter up to a maximum of .03. Such service need not be continuous.
- C.3.7 If at the end of the regular season an athletic team is scheduled and participates in the C.I.F. Southern Section playoffs, the assigned coach(es) of that

particular team shall receive a one-time additional stipend as follows:

Head Coach (where there is at least for the first one assigned Assistant Coach)	\$275.00 two weeks plus additional \$275.00 if another two weeks
Assistant Coach (where there is an assigned Head Coach)	\$175.00
Coach (by whatever title if there is no separate Head or Assistant Coach)	\$200.00
Cheer Advisor Per Season (for sports that are regularly attended by the cheer team)	\$275.00

When multiple-paid coaches are assigned to multiple-level athletic teams, they must, for the purposes of this section, be allocated evenly among the various teams (e.g., football: if there are six paid coaches and three teams, it is given that each team has two paid coaches).

C.3.7.1 A stipend pool shall be created at each comprehensive high school of .2, a pool at each comprehensive junior high school and Bowman High School of .1, and a pool of .05 at other alternative sites. This pool shall be used to provide stipends for previously unidentified or new supervisory activities that are specific to the school and are student centered. The distribution of these funds shall be at the discretion of the site administrator.

C.3.8 Intramurals - Junior High Schools

C.3.8.1 Unit members shall be paid the hourly rate for assigned hours worked.

C.3.9 Unit members assigned interscholastic coaching responsibilities are obligated to meet the requirements of California Administrative Code Title 5 regarding standards of training, which include current valid first aide and cardiopulmonary resuscitation (CPR) certifications. Unit members shall receive no compensation for this training if

it is provided by the District tangential to the school day and in two (2) or fewer hour increments. If provided in increments greater than two hours, the hourly rate shall be paid for all hours of training. Training provided in evenings, on weekends, or during summer shall be compensated at the hourly rate. With the advance written authorization by the Principal or designee, the unit member may be paid the hourly rate for actual hours attended in training provided by authorized agencies other than the District, upon completion of requirements and receipt of certification.

C.3.10 One person designated by the principal at each school as English Language Development (ELD) Coordinator shall receive a stipend in the following amount: Effective July 1, 2007 the stipend factor for ELD coordinator with 25-100 LEP students is .03 and for 100+ LEP students the stipend factor is .06, payable beginning July 1, 2007.

C.3.10.1 Any unit member who acquires the CLAD or equivalent shall receive a one-time stipend of \$500 and shall receive an additional stipend of \$500 for every semester taught, if there are ten (10) or more LEP students assigned during the day. The one-time stipend shall not apply to unit members who receive the equivalent of a CLAD authorization as part of their regular credential program.

C.3.10.1.1 Commencing August 1, 2006, no additional stipends of \$500 for every semester taught, if there are ten (10) or more LEP students assigned during the day, shall be granted to unit members not already receiving the stipend.

C.3.10.2 Any unit member who acquires the BCLAD shall receive a one-time stipend of \$1,000 and shall receive an additional stipend of \$500 per semester, if there are 1-50 LEP students assigned during the day. The stipend shall be \$1,000 per semester, if more than fifty (50) LEP students are assigned.

C.3.10.2.1 Commencing August 1, 2006, no additional stipend of \$500 per semester, if there are 1-50 LEP students assigned during the day, or stipend of \$1,000 per semester if more than fifty (50) LEP students are assigned, shall be granted to unit members not already receiving the stipend.

C.3.11 One unit member at each comprehensive high school site who is designated as Technology Coordinator

will receive a stipend factor of .06; at junior high schools, .045; ELD Technology Coordinator continuation high school .045, payable beginning July 1, 2007.

APPENDIX D

July 2014						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		



William S. Hart Union High School District 2014 – 2015

January 2015						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2014						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July

August

- 6 New Teacher – Tech Training
- 7 New Teacher – PAR
- 8 New Teacher Lunch & Orientation
- 11 Start Date for Returning Staff
- 12 Staff Development Day
- 13 Work Day – No Meetings
- 14 **Classes Start for All Students**

January

- 12 Start Semester 2
- 19 Martin Luther King Day/Holiday

February

- 12 3rd Progress Report
- 13 Non-Student Day
- 16 President's Day/Holiday

February 2015						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

September 2014						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

September

- 1 Labor Day
- 2 Back to School – All Junior Highs
- 4 Back to School – All High Schools
- 16 Back to School – AOC
- Back to School – Bowman
- Back to School – Learning Post
- Back to School Sequoia
- 19 1st Progress Report

March

- 12 Open House – AOC
- Open House – Learning Post
- 19 Open House – Canyon
- Open House – La Mesa
- Open House – Sequoia
- 20 End 3rd Qtr
- 24 Open House – Bowman
- Open House – Golden Valley
- 26 Open House – Arroyo Seco
- Open House – Rancho Pico
- Open House – Saugus
- Open House – Sierra Vista
- Open House – Valencia

March 2015						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

October 2014						
S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

October

- 17 End 1st Qtr
- 6-7 Fall Break

April

- 2 Open House - Hart
- 6 Spring Break through 4/10
- 16 Open House – West Ranch
- 23 Open House – Placerita
- Open House – Rio Norte

April 2015						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November 2014						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

November

- 11 Veterans Day
- 21 2nd Progress Report
- 27-28 Thanksgiving Break

May

- 1 4th Progress Report
- 25 Memorial Day
- 27 Graduation – Bowman
- 28 Graduation – West Ranch
- 29 Graduation – Valencia
- 30 Graduation – AOC

May 2015						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December 2014						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

December

- 18 End Semester 1
- 19 Teacher Work Day
- 22 Winter Break through 1/9/15

June

- 1 Graduation – Golden Valley
- 2 Graduation – Hart
- 3 Graduation – Saugus
- 4 Graduation – Canyon
- 4 **End Semester 2**
- 5 Teacher Work Day

June 2015						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2015						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	28	29	30	31		



William S. Hart Union High School District
2015 – 2016

January 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2015						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July

August

5 New Teacher – Tech Training
6 New Teacher - PAR
7 New Teacher Lunch & Orientation
10 Start Date for Returning Staff
11 **Staff Development Day**
12 Work Day – No Meetings
13 **Classes Start for All Students**

January

11 Start Semester 2
18 Martin Luther King Day/Holiday

February

12 Non-Student Day
15 President's Day/Holiday

February 2016						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

September 2015						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

September

1 **Back to School – All HighSchools**
3 **Back to School – All Junior Highs**
7 **Labor Day**
15 **Back to School – AOC**
Back to School – Bowman
Back to School – Learning Post
Back to School – Sequoia

March

April

4 Spring Break through 4/8

March 2016						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

October 2015						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

October

5-6 Fall Break

May

30 Memorial Day

April 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November 2015						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

November

11 Veterans Day
26-27 Thanksgiving Break

June

2 **End Semester 2**
3 Teacher Work Day

May 2016						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

December 2015						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

December

17 End Semester 1
18 Teacher Work Day
21 Winter Break Through 1/8

June 2016						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						



William S. Hart Union High School District **2016 – 2017**

January 2017						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2016						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July

August

3 New Teacher – Tech Training
4 New Teacher - PAR
5 New Teacher Lunch & Orientation
8 Start Date for Returning Staff
9 **Staff Development Day**
10 Work Day – No Meetings
11 **Classes Start for All Students**
30 **Back to School – All High Schools**

January

9 Start Semester 2
16 Martin Luther King Day/Holiday

February

17 Non-Student Day
20 President's Day/Holiday

February 2017						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

September 2016						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

September

1 **Back to School – All Junior Highs**
5 **Labor Day**
13 **Back to School – AOC**
Back to School – Bowman
Back to School – Learning Post
Back to School Sequoia

March

April

3 Spring Break through 4/7

March 2017						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

October 2016						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

October

3-4 Fall Break

May

29 Memorial Day

April 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

November 2016						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

November

11 Veterans Day
24-25 Thanksgiving Break

June

1 **End Semester 2**
2 Teacher Work Day

May 2017						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

December 2016						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

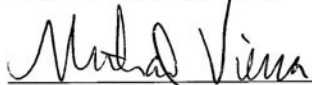
December

15 End Semester 1
16 Teacher Work Day
19 Winter Break Through 1/6

June 2017						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

In witness whereof, the parties have caused this Agreement to be executed on the 27th day of August, 2014.

WM. S. HART UNION
HIGH SCHOOL DISTRICT



Michael Vierra, Ph.D.,
Chief Negotiator For the District



Vicki Engbrecht



Erin Lillibridge



Greg Lee

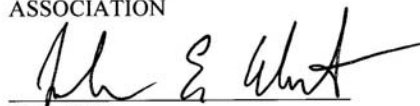


Mike Kuhlman



Collyn Nielsen, Ed.D.

HART DISTRICT TEACHERS
ASSOCIATION



John Ahart
Chief Negotiator For the Association



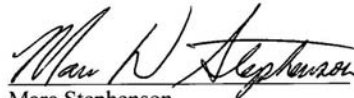
Pam Egleston



Laura Erickson



Katie Marcia



Marc Stephenson

August 2014

PERSONAL NECESSITY LEAVE
Designed for Short-term Incidences

Generally Accepted Reasons for Personal Necessity Leave

Unit members are entitled to take paid leave for reasons of personal necessity. The process for the details of this leave is spelled out in the Contract Agreement (section 15.3 CSEA; section 13.5 HDTA).

All Personal Necessity Leaves must conform to generally approved reasons. Three days may be taken without having to provide the administration with specific reasons, but even these three must conform to the generally approved reasons. If a unit member is unsure if something qualified for this leave, he/she should contact the Assistant Superintendent for Personnel for a definitive answer.

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.

The reasons listed below are only generally approved and final determination depends on the actual circumstances in each case:

1. Bereavement that is not elsewhere provided in the collective bargaining agreement.
2. Home emergency to which the unit member must respond.
3. Accident involving the unit member or property of the unit member.
4. Transportation failure with no available alternate transportation.
5. Impassable roads and no other available route.
6. Designated participant in a marriage ceremony.
7. Scheduled graduate comprehensive or final exams during work hours.
8. Graduation from high school or college of immediate member of family during work hours.
9. Emergency personal or legal business which can only be accomplished during work hours.
10. Accident to or illness of a family member or another for which the unit member assumes important responsibilities.
11. Moving one's residence (limited to one day).
12. Emergency childcare which cannot be provided by other reasonable means.
13. Religious holidays of significant importance.
14. Adoption or Paternity (3 days)

Reasons that are generally not approved include:

1. Family or class reunions.
2. Attending a conference or event with a spouse.
3. Recreational activities.
4. Any absence due to activities for which the unit member is paid by another organization, including coaching for schools outside the District.
5. Wedding/Honeymoon
6. Vacation