

# HRUSD-HRTA 2019-2020 Negotiation Update

*Provided by the Hart-Ransom Union School District*

**November 7, 2019**

- **Overview**

- HRUSD and HRTA have met six times for successor contract negotiations for the 2019-2020 school year (4/29/2019, 5/2/2019, 5/14/2019, 10/8/2019, 10/16/2019, and 11/7/2019).
- Negotiations have been positive and productive, and the parties have reached table agreement on 31 different items, with only one item still under discussion.
- Today, November 7, 2019, the parties reached agreement regarding compensation for the 2019-2020 school year (3% increase), as well as the 2020-2021 school year (3.25% increase), for a two-year agreement. The parties agreed to no increase(s) in the benefit cap during these two years.
- The item that is still under discussion is discretionary leave. HRTA is currently seeking to increase discretionary leave from four (4) days to five (5) days per year for all teachers. Discretionary leave is used by teachers for vacation, recreation, and similar activities on school days or other workdays. The district has proposed language that would provide for additional discretionary leave based on excellent employee attendance at work. The district has also proposed language to restrict the use of discretionary leave during the first week of school, the last week of school, and the day of any scheduled training or inservice. The parties will continue to discuss the topic of discretionary leave when they meet again for negotiations.
- The full text of the parties' table agreements, as well as the item still under negotiation is provided below.
- The district is looking forward to completing negotiations with HRTA soon in order to reach a full tentative agreement.

- Items With Table Agreement: 31
- Items Under Discussion: 1 (Discretionary Leave)
- Tentative Agreement: Not reached as of yet
- Next Negotiation Session: To be scheduled

***The parties' complete table agreements and items still under negotiation are attached.***

## **Table Agreements: HRUSD - HRTA**

***November 7, 2019 @ 12:00 PM***

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### **Appendix A - Salary Schedule & Health Benefit Cap**

*On 11/7/2019, the parties agreed to the following:*

#### **Salary Schedule Increases for 2019-2020 and 2020-2021 (Two-Year Agreement)**

##### **Salary Schedule Increase (2019-2020)**

A **3.0%** general increase to the salary schedule, retroactive to July 1, 2019 (retroactively effective starting with each employee's first paycheck of the 2019-2020 annual payroll cycle).

##### **Health Benefit Cap (2019-2020)**

No increase to the health benefit cap for the 2019-2020 school year.

##### **Salary Schedule Increase (2020-2021)**

A **3.25%** general increase to the salary schedule, effective starting with each employee's first paycheck of the 2020-2021 annual payroll cycle.

##### **Health Benefit Cap (2020-2021)**

No increase to the health benefit cap for the 2020-2021 school year.

*Additional note regarding this salary schedule increase and two-year agreement:*

- This two-year agreement includes the total and entire agreement for 2020-2021 negotiations, including contract language negotiations, and any subsequent negotiations regarding contract language or compensation increases would be for 2021-2022.

## **Article 1: Recognition**

*On 4/29/2019, the parties agreed to the following language:*

### **Section 1.1 - Recognition**

The District hereby acknowledges that the Association is the exclusive bargaining representative for all certificated teachers and counselors assigned solely or primarily to the elementary school, and for speech and language pathologists assigned solely or primarily to the elementary school. ~~with the exception of any certificated person who is employed in the Charter School and substitute teachers.~~ Certificated positions not represented by the Association include administrators, the superintendent, any certificated person who is assigned solely or primarily to the charter school, and substitute teachers.

## **Article 3: Leaves of Absence**

*On 4/29/2019, the parties agreed to the following language:*

### **Section 3.1 - Sick Leave**

Every employee employed five (5) days per week for a full school year (185 days) shall be entitled to ten (10) days leave of absence for illness or injury or one (1) sick leave day per month based on a ten (10) month work year. All ten (10) sick leave days are available to the employee commencing with the first day of employment each school year. Employees employed on a part-time basis shall be entitled to a proration of sick leave as allocated above. If said employee does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year to year.

The District shall require written verification from a physician or licensed medical practitioner in the event that the employee is absent from school due to illness or injury for five (5) or more consecutive ~~days~~ workdays.

*On 10/16/2019, the parties agreed to "status quo" regarding the language of Section 3.1 as it relates to the number of consecutive workdays of absence to trigger the requirement of written verification from a physician or licensed medical practitioner.*

*On 10/16/2019, the parties agreed to the following language:*

### **Section 3.6 - Bereavement Leave**

An employee shall be entitled to paid bereavement leave, not to exceed five (5) days for the death of a parent, spouse or child. An employee shall be entitled to up to three (3) days of paid bereavement leave for the death of a member of the family, or five (5) days if more than 300 miles or out-of-state travel is required. Members of the family, as used

in this paragraph, means: grandmother, grandfather, or a grandchild of the employee, or the mother, father, child, grandmother, grandfather, or a grandchild of the spouse of the employee, and the son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, aunt, and uncle of the employee, or a person who was, at the time of death, a permanent member of the employee's household. Bereavement leave must be taken within six (6) months of the death of the family member. Employee shall also be entitled to paid bereavement leave, not to exceed ½ day, for the death of a current student and/or parent/guardian of a current student to attend the funeral.

*On 5/2/2019, the parties agreed to the following language highlighted in yellow and gray, and on 10/8/2019, the parties agreed to the following language highlighted in orange and brown:*

### **Section 3.7 - Personal Necessity Leave**

#### **3.7.1 Personal Necessity Leave**

**3.7.1** A full-time employee (185 days) may use up to seven (7) days of his/her sick leave days for personal necessity leave each school year. ~~Employees who work~~ An employee who works less than full-time will have their personal necessity days prorated.

**3.7.2** Personal necessity leave is applicable when the immediate presence of the employee is required or when matters of pressing importance arise which cannot be conducted outside of school/or working hours. ~~A teacher~~ An employee may use up to seven (7) days for family illness in addition to the six (6) days mentioned in 3.1.

**3.7.3** Personal necessity leave may not be taken for vacation, recreation, outside employment, and work slowdown or stoppage (concerted activities).

**3.7.4** ~~Employees~~ An employee shall complete the District absence request form and submit it to their immediate supervisor for approval and signature a minimum of two business days no later than 8:00 a.m. one (1) business day prior to using personal necessity leave, except if the leave falls under areas enumerated below. In those instances, ~~employees~~ the employee will complete the District absence request form when they return to work and submit it to their immediate supervisor for approval and signature.

Prior approval of personal necessity leave is not needed when:

- a. the death of a member of his/her immediate family, (as defined in Section 3.6) occurs, and when additional leave is required beyond the provisions of bereavement leave: and/or

- b. ~~when~~ an accident, involving his/her person or property, or the person or property of a member of his/her immediate family (as defined in Section 3.6), occurs ~~as defined in Section 3.6~~.

*On 5/14/2019, the parties agreed to the following language, to be added to the end of Subsection 3.7.4:*

In the event of an emergency in which the required advance written notice was not possible, the principal may use administrative discretion when deemed appropriate to approve a request for personal necessity leave with less than the otherwise required advance written notice.

*On 5/14/2019, the parties agreed to the following language highlighted in yellow and gray, and on 10/8/2019, the parties agreed to the following language highlighted in orange:*

### **New Section 3.8 - Discretionary Leave**

3.8.1 Except for work slowdown, stoppage, or any other concerted activities, or for outside employment, an employee may use up to four (4) days of personal necessity leave ~~per~~ each school year at his/her discretion, meaning that the employee will not be required to state the reason for the absence. This shall be known as discretionary leave. Discretionary leave is a form of personal necessity leave.

*On 5/14/2019, the parties agreed to the following language:*

3.8.3 Under no circumstances shall any discretionary leave carry over from one school year to the next. Discretionary leave must be used in the school year in which it was accrued or earned.

3.8.4 An employee shall complete a District absence request form and submit it to his/her principal for approval and signature no later than 8:00 a.m. one (1) business day prior to using discretionary leave.

*Note: The subsection numbering above to be reviewed and corrected as necessary following ratification of the agreement.*

*On 4/29/2019, the parties agreed to the following language:*

### **Section 3.10 - Other Leaves of Absence**

The Governing Board may grant additional leave at full pay, differential pay, or without pay for any reason it deems appropriate other than employment outside the District. Request for any such leave shall include:

- a. length of leave requested
- b. the purpose of such leave
- c. the reason such leave should be granted.

While on such leave, an employee may not engage in other employment outside the District.

*Note: Move this section "Other Leaves of Absence" to the end of the article, just before "Association Business" and renumber all affected sections accordingly.*

*On 10/8/2019, the parties agreed to the following language:*

### **Section 3.11 - Family Care and Medical Leave**

Employees who have completed one (1) year of at least 75% service of the previous school year shall be granted, upon request, unpaid leave of absence for up to twelve (12) weeks within a twelve (12) month period for the purpose of caring for a new baby or a newly adopted baby or for a child, spouse, or parent with a serious health condition or for the employee's own illness. This twelve (12) week period shall begin after an employee's paid sick leave, including accumulated sick leave, has been exhausted. This leave shall also begin after the four (4) month allotment of pregnancy disability leave, certified by her physician or her licensed medical practitioner, under Government coded Section 12945 is exhausted. However this leave shall run concurrently with all other leaves, including personal necessity leave and leave compensated by differential pay.

The employee shall provide reasonable advance notice to the employer of the need for a family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave is known more than thirty (30) days prior to the date a leave is to begin, the employee must provide at least thirty (30) days written advance notice. If the employee does not have thirty (30) days prior notice, the employee shall provide reasonable notice.

Verification by a physician or licensed medical practitioner may be required by the employer to validate the serious health condition of the employee, child, spouse, or parent. The employer may not require the physician or licensed medical practitioner to disclose the nature of the health condition, but may require the confirmation that the family member has a serious health condition requiring the employee's care.

Family care leave is an unpaid leave of absence except for days which run concurrently with paid leave. The employer shall maintain benefits at the employer's regular contribution level for the duration of the leave, not to exceed twelve (12) weeks in a twelve (12) month period. The employer will recover the premium paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health

condition that prevents the employee from returning to duty except that the employee remains liable for such premiums if he or she fails to return to work when able to do so.

3.11.1 Pursuant to the provisions of Government Code section 12945.2, an employee with more than twelve (12) months of service with the District, and has actually worked for the District (not counting paid or unpaid leave) at least 75% of the scheduled workdays of the previous year, has the right to request unpaid leave of absence for up to twelve (12) workweeks within a rolling 12-month period for the purpose of caring for a new baby, a newly adopted baby, or a newly placed foster child (parental leave), or for a child, spouse, or parent with a serious health condition. Using a rolling 12-month period means that the District looks back twelve (12) months from the date the employee begins or requests to begin the family care and medical leave of absence.

Extended sick leave taken for the purpose of the employee's own serious health condition, other than for pregnancy disability, shall be designated as family care and medical leave. Sick leave taken for purposes of pregnancy, childbirth, or recovery from childbirth is a separate entitlement and shall not be counted as family care and medical leave. Family care and medical leave provided pursuant to this article constitutes the leave rights enumerated in the federal Family and Medical Leave Act of 1993 ("FMLA") and California Family Rights Act of 1991 ("CFRA").

3.11.2 There is no carry-over of unused family care and medical leave similar to the accumulation of paid sick leave; however, the employee shall retain the right to use family care and medical leave of up to twelve (12) workweeks at any time the employee has not used all of the twelve (12) workweeks within the preceding twelve (12) months. For example, if in the preceding twelve (12) months the employee has used no family care and medical leave, the employee may use up to twelve (12) workweeks; but if in the preceding twelve (12) months the employee has used four (4) workweeks of family care and medical leave, the employee shall have the right to use up to eight (8) more workweeks.

3.11.3 For the purposes of this article, the following definitions shall apply. "Parent" shall mean a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Child" shall mean a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis, who is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.

3.11.4 If both parents of a child are employees of the District and are entitled to family care and medical leave, the maximum family care and medical leave that can be taken between the two parents for parenting in connection with the birth,

adoption, or foster care of a child (parental leave) is a period of twelve (12) workweeks pursuant to Government Code section 12945.2(q).

- 3.11.5 The employee shall provide reasonable advance written notice to the District of the need for family care and medical leave, the date the leave will commence, and the estimated duration of the leave. If the need for this leave becomes known more than thirty (30) days prior to the date the leave is to begin, the employee must provide at least thirty (30) days advance written notice.
- 3.11.6 If verification is required by the District to validate the serious illness of the child, spouse, parent, or employee, the District may accept written medical verification by the treating physician or licensed medical practitioner. The District shall not require that the nature of the health condition be disclosed for the purposes of granting family care and medical leave.
- 3.11.7 Family care and medical leave is an unpaid leave of absence except for days which run concurrently with paid leave. A bargaining unit member may use any available and applicable sick leave, vacation, extended illness leave, pregnancy leave, and/or compensatory leave, for the purpose of remaining in paid status during the twelve (12) weeks of family care and medical leave.
- 3.11.8 Health insurance coverage shall be maintained and paid for by the District at the employee's existing level of coverage for the duration of the leave not to exceed twelve (12) workweeks in a rolling 12-month period if the employee receives health insurance coverage from the District. The District may recover the premium paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave, or other circumstances beyond the control of the employee. The employee remains liable for such premiums paid by the District if he or she fails to return to work when able to do so.
- 3.11.9 Family care and medical leave shall run concurrently with other leaves provided by this Agreement, except that unpaid leave pursuant to this article and the California Family Rights Act will not run concurrently with paid or unpaid leave for pregnancy disability.
- 3.11.10 The intent of this section is to comply with the mandatory provisions of Government Code section 12945.2. In the event of any inconsistency between this section and the mandatory provisions of Government Code section 12945.2 or its successor, or in the event that the mandatory provisions of Government Code section 12945.2 or its successor are substantively altered by the legislature, by court action, or by any other legal means, the mandatory provisions of Government Code section 12945.2 or its successor shall supersede the provisions of this section.



*On 10/8/2019, the parties agreed to the following language:*

### **Section 3.12 - Parental Bonding Leave**

Unit members are eligible for parental bonding leave as provided in Education Code section 44977.5. If both parents work for the District, the maximum parental bonding leave that can be taken between the two parents is twelve (12) weeks pursuant to Government Code section 12945.2(q).

**3.12.1** Pursuant to the provisions of Education Code section 44977.5, an employee with more than twelve (12) months of service with the District is eligible for parental bonding leave for the reason of the birth of a child of the employee, or the placement of a child with the employee in connection with adoption or foster care of the child by the employee. A maximum period of twelve (12) workweeks of parental bonding leave may be taken by an employee within a rolling 12-month period. Using a rolling 12-month period means that the District looks back twelve (12) months from the date the employee begins or requests to begin the parental bonding leave of absence. If both parents of a child are employees of the District and are entitled to parental bonding leave, the maximum parental bonding leave that can be taken between the two parents is a period of twelve (12) workweeks pursuant to Government Code section 12945.2(q).

**3.12.2** An employee shall use available sick leave, including accumulated sick leave, for parental bonding leave. When the employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental bonding leave, the amount deducted from the salary due him or her for any of the remaining portion of the 12-workweek period of parental bonding leave in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to a substitute had a substitute been employed. Regardless of whether a substitute employee is employed or not, the employee shall receive no less than 50 percent (50%) of his or her regular salary for the remaining portion of the 12-workweek period of parental bonding leave.

**3.12.3** Parental bonding leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12.15 (Family Care and Medical Leave) of this collective bargaining agreement. The aggregate amount of parental leave taken pursuant to this section and Section 12.15 (Family Care and Medical Leave) shall not exceed twelve (12) workweeks within a rolling 12-month period.

**3.12.4** The intent of this section is to comply with the mandatory provisions of Education Code section 44977.5. In the event of any inconsistency between this section and the mandatory provisions of Education Code section 44977.5 or its successor, or in the event that the mandatory provisions of Education Code section 44977.5 or its successor are substantively altered by the legislature, by court action, or by any other legal means, the mandatory provisions of Education Code section 44977.5 or its successor shall supersede the provisions of this section.

*On 10/8/2019, the parties agreed to the following language:*

**New Section 3.x - Personal Leave**

An employee absence that is not provided for under any type of valid paid leave will be designated as personal leave. Personal leave may be requested by an employee in advance, and may be granted at the District's discretion. Personal leave is unpaid leave that results in a full payroll deduction for the duration of the affected absence and is deducted from the employee's service credit towards retirement.

*Note: Add the "Personal Leave" section toward the end of the article, just after "Parental Bonding Leave," and number this section and the subsequent section accordingly.*

**Article 4: Teacher Evaluations**

*On 4/29/2019, the parties agreed to the following language:*

**Subsection 4.2.2 - Timelines**

- (e) Probationary teachers shall be evaluated at least twice each year during probationary service. The first evaluation report shall be completed ~~and reports filed~~ prior to the last school day before winter break. The second evaluation report shall be completed by March 10.

*On 10/8/2019, HRUSD withdrew its proposal to delete Subsection 4.1.2 regarding publisher's norms and standardized tests.*

**Article 5: Peer Assistance Program**

*On 10/8/2019, HRUSD withdrew its proposal to delete Article 5 (PAR program), as well as subsections 4.7.3 and 4.7.4 which relate to the PAR program.*

## **Article 7: Class Size**

*On 5/2/2019, the parties agreed to the following language:*

### **Subsection 7.1.2**

A classroom instructional aide will be provided at the rate of 2 hours per day with the majority of the time to be allocated when students are in the classroom. In grades TK-K this would be an additional 2 hours per day of aide time. In the case an overflow classroom is assigned, a second overflow classroom will be designated when the overflow class size reaches 30 in grades 1-3, and 35 in grades 4-8. (The exception to this ~~article subsection~~ *will be article is section* 7.2)

*On 10/16/2019, the parties agreed to “status quo” regarding the language of Section 7.1 and Subsection 7.1.3 relating to class size.*

*On 4/29/2019, the parties agreed to the following language highlighted in yellow and gray, and on 5/2/2019, the parties agreed to the following language highlighted in orange and brown:*

### **Section 7.3**

At the beginning and throughout the school year, to the extent that it is possible, there shall be a numerical, gender, *and* academic, ~~and ethnic~~ balance within each grade level. Children with *special particular* needs such as resource, speech, group home placement, disabled, English Language Development (ELD), and deaf and hard of hearing students shall also be evenly distributed within the *each* grade ~~levels~~ *level*.

## **Article 8: Teaching Conditions**

*On 5/14/2019, the parties agreed to the following proposal from HRTA:*

### **Section 8.5 - Preparation Periods**

*“Hart-Ransom Teacher’s Association agrees to drop this proposal [relating to preparation periods] if Administration promises to address the problem of a lack of substitute librarians. The Association will track this and bring it back in negotiations should the situation not improve.”*

## **Article 9: Job Shared Contracts**

*On 4/29/2019, the parties agreed to the following language:*

### **Section 9.4**

~~Notwithstanding the provisions of subsection 14.1.3, a one step increment~~ ~~One-step increments~~ on the salary schedule shall be granted for every two years of service in a 0.5 FTE (50%) or greater job-share assignment. Any job-share assignment less than 0.5 FTE (50%) will be prorated toward salary schedule advancement, meaning that the employee must accumulate an aggregate total FTE of 1.0 (100%) or more in consecutive years of fractional FTE service in order to advance one step on the salary schedule. ~~Unmatched credit for service or salary schedule shall be maintained on record.~~

## **Article 10: Units Toward the Salary Schedule**

*On 5/2/2019, the parties agreed to the following language:*

### **Section 10.2**

An employee will not receive salary schedule placement credit ~~toward higher classification~~ for units earned on or before the date of receiving a bachelor's degree unless the units are identified as post graduate units.

### **Section 10.3**

Upper division and graduate level courses or workshops from an accredited college or university ~~will~~ may be accepted toward salary schedule advancement.

*On 4/29/2019, the parties agreed to the following language:*

### **~~Section 10.7~~**

~~Employees may not make more than one column advancement per school year. This section shall not preclude an employee from acquiring and using units earned in excess of the amount needed for column movement in future school years.~~

*Note: Adjust the subsequent section numbers accordingly.*

### **~~Section 10.9~~ 10.8**

The employee is responsible for correct information filed with the superintendent. ~~Contract revisions~~ Correction(s) to salary schedule placement will be made as appropriate when a District error in ~~classification or~~ placement is discovered. Under no circumstances will any correction(s) be retroactive to any previous year.

## **Article 12: Transfers and Reassignment**

*On 5/2/2019, the parties agreed to the following language:*

### **Subsection 12.2.2**

Teaching openings will be posted for a minimum of three (3) business days. Certificated staff members may apply for the posted position by completing the appropriate form and submitting it to the superintendent by the deadline. Openings will be posted by the administration in designated areas in the staff room, **front office mailbox room**, and/or on an electronic job posting venue.

## **Article 13: Calendar**

*On 4/29/2019, the parties agreed to reorder the subsections of Section 13.1 in the following manner:*

### **Section 13.1 - Calendar**

The work year shall consist of 185 workdays as follows:

13.1.1 Teachers will report to work on a regular workday schedule each of three (3) consecutive weekdays prior to the first day of school.

**13.1.2** The first two of the three (3) days shall be designated by the District for professional on-site functions such as room preparation, gathering materials, collaborating with colleagues, brief staff meetings, or other activities at the discretion of the teacher.

**13.1.3** Duties and/or activities during the last of the three days shall be scheduled at the discretion of the administration and be concluded by the end of the workday.

**13.1.4** During the course of the school year, there will be one (1) mandatory professional development day.

13.1.5 A "teacher workday" will be scheduled the first workday following the last day of classes for the school year. A teacher may leave campus after being fully checked out and cleared by the administration. Teachers shall, at a minimum, stay on site until noon.

13.1.6 The District agrees to meet and confer with Association representatives regarding the school calendar before it is adopted by the Governing Board.

## **Article 14: Salaries and Benefits**

*On 4/29/2019, the parties agreed to the following language changes highlighted in yellow and gray, and on 10/8/2019, the parties agreed to the following language changes highlighted in orange and brown, with renumbering as indicated below:*

### **Section 14.1 - Salary Schedule**

**14.1.1** ~~Only one (1) step of vertical movement will be allowed from one (1) year to the next and only one (1) column advancement horizontally will be allowed from one (1) year to the next on the Salary Schedule. Please see Appendix B, Salary Schedule.~~

**14.1.1** A maximum of ~~ten (10)~~ **fourteen (14)** years of successful and related prior teaching experience will be allowed for initial placement on the salary schedule, for a maximum placement of ~~step 11~~ **step 15** for newly hired teachers.

**14.1.2** Unit members who have served in the District in a paid capacity for at least 75% of the scheduled workdays shall qualify for schedule movement in the following school year. Any unit member who is in a paid capacity for less than 75% of the scheduled workdays shall qualify for the schedule movement after two (2) years of service in that position.

*Note: The parties' agreement to the language in orange and brown above specifically excludes any retroactive salary schedule placement adjustments for teachers currently employed at the time of final ratification of the 2019-2020 Tentative Agreement for certificated successor contract negotiations. This language will only be applicable to eligible teachers who are hired after the time the language goes into effect.*

*On 4/29/2019, the parties agreed to the following language:*

### **Section 14.3 - Retirement Incentive**

An employee 55 years of age or older who is on Step ~~E~~-20 or higher on the Salary Schedule, **and who has worked for the District for a total of fourteen (14) years of aggregated full-time equivalent (FTE) or more without a break in service,** and **who** is a retiree with the State Teachers Retirement System (**STRS**), shall be eligible to receive a paid medical, dental, and vision insurance program not to exceed the District's **benefit** cap ~~to~~ **until** age 65 or until he/she qualifies for Medicare, whichever comes first. The offer must conform to established health care provider policies. The retiree will not be entitled to District benefit monies paid in cash.

All benefits shall be paid at the same level as provided to the employee at the time of his/her retirement except for any benefit coverage that is or becomes specifically excluded by group policy. If for some reason the insurance program rate becomes higher

for retirees than for working employees, the retirees must pay the difference or forfeit the benefit.

In order to be eligible for this retirement incentive, the employee must file an irrevocable letter of **resignation for the purpose of** retirement with the Superintendent no later than March 1 of the year they wish to retire. The March 1 deadline shall be waived for retirees who experience an emergency situation. ~~An~~ **For the purposes of this section, an** emergency situation shall be defined **as**, but not limited to, medical emergencies (i.e., cancer).

*On 10/8/2019, the parties agreed to the following language:*

#### **14.5 Additional Degrees, Credentials, Certificates**

The District agrees to pay additional sums on the employee's salary for the following:

14.5.1 Masters Degree..... \$1,000

A Masters Degree will be paid as part of the employee's salary. The Masters Degree stipend will remain separate and will not receive ~~the COLA as~~ **any negotiated increase** applied to salaries.

#### **Article 15: Professional Dues or Fees**

*On 4/29/2019, the parties agreed to the following language:*

**15.1** Any employee who is a member of the Association, or who has applied for membership may sign and deliver to the ~~District~~ **Association** an assignment authorizing deductions of unified membership dues. Pursuant to such authorization, **and upon notification by the Association**, the District shall deduct one-twelfth (1/12) of such dues from the regular salary check of the employee each month for twelve (12) months. (Deductions for employees who sign such authorizations after the commencement of the school year shall be appropriately pro-rated to complete payment by the end of the school year.)

**15.2** Any employee may submit to the Association the cash (or check) in the amount for unified membership dues, initiation fees and/or general assessments.

**15.3** The Association and the District agree to furnish to the other party information needed to fulfill the provisions of this Article.

~~**15.4** As required by Government Code section 3546, employees who are not members of the Association must pay to the Association a service fee, which amount shall not exceed the dues that are payable by members of the association. Upon written notification to the District by the Association, the amount of the fee shall be deducted by the District from the salary of the employee and paid to the Association.~~

~~**15.5** Any unit member who qualifies as a religious objector shall not be required to join or financially support the Association as a condition of employment; except that such unit~~

member shall pay, in lieu of agency fee, a sum equal to such agency fee to one of the following examples of non-religious, non-labor organizations, exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code: (1) Foundation to Assist California Teachers; (2) The United Way; (3) Other, as agreed to by the Association and the District. To receive a religious exemption, the unit member must submit a reasonably detailed written statement to the Association establishing the basis for the religious exemption.

- 15.4** The Association agrees to indemnify and hold harmless the District from any and all claims and liabilities, including payment to the District of any and all attorneys' fees, other defense costs, and monetary awards and judgments which arise out of or relate to the District's compliance with the deduction of fees pursuant to this Article.

### **Article 16: Stipends**

*On 4/29/2019, the parties agreed to the following language:*

- 16.1** If there is more than one person interested in one position (other than positions on a stipended team or committee), there will be an application and interview process. If there is no person on staff who is interested in a particular athletic coaching position, the district will seek to secure the services of a qualified walk-on coach for that position. Unless a qualified individual is found for a specific position in a timely manner, that activity will be eliminated for that school year.

The Principal or designee shall select the members of any stipended team or committee.

Payment for stipends will be made according to Article 14.4.

### **New Article 18: Severability**

*On 10/8/2019, the parties agreed to the following language:*

#### **ARTICLE 18**

#### **SEVERABILITY**

#### **18.1 Savings Clause**

If any provision of this Agreement or any application thereof to any employee is held to be contrary to law by a court of competent jurisdiction, or is superseded by subsequent legislation, then such provision or application shall be deemed invalid, to the extent required by such court decision or subsequent legislation, but all other provisions or applications continue in full force and effect.



## **18.2 Replacement for Severed Provision**

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days or, in the case of the summer break, at a mutually agreeable time, after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. This timeline may be extended by mutual agreement between the parties.

### **Definitions**

*On 4/29/2019, the parties agreed to the following language:*

Employee: A "Employee" shall mean a person represented by the Hart-Ransom Teachers Association.

Positions: ~~Certificated positions not covered in this Agreement include administrators, superintendent, and charter school personnel.~~

Job-Share: "Job-Share" shall be defined as specified in section 9.1 of Article 9 - Job-shared Contracts.

### **Appendix A: Salary Schedule**

*On 10/8/2019, the parties agreed to the following:*

The following structural improvements to the certificated salary schedule:

1. Add the word "Annual" in the title (for clarity).
2. Fill in all cells in the lower left-hand corner of the salary schedule to clearly reflect the facts about ongoing salary level for employees who "max out" in a particular column, and shade those cells gray to clearly differentiate between static salary levels and dynamic salary levels.
3. Add an explanatory note at the bottom regarding the Master's stipend as reflected on the salary schedule.

*Note: These three structural improvements to the salary schedule reflect the current status quo, and do not represent any substantive change to current conditions. They are simply for the purpose of adding clarity to the salary schedule.*

## **Appendix B: Stipend Schedule**

*On 5/2/2019, the parties agreed to the following:*

- Add the word “Girls” to the titles of the existing volleyball stipends
- Add a new stipend: Boys Volleyball Coach (\$700 per team x 1) Total: \$700

*On 10/16/2019, the parties agreed to the following:*

### **Appendix B - Stipend Schedule**

<b><u>Description</u></b>	<b><u>Total Amount</u></b>	<b><u>Comment</u></b>
<del>Site Leadership Team (SLT)</del> One specific and named site team or committee per year. identified and/or established each year at the principal's discretion.	\$1,600.00	\$200 per team/committee member x 8. Up to eight (8) stipends. In order for a team/committee member to be eligible for the stipend, they may not miss more than <del>three (3) SLT</del> 30% of the scheduled team/committee meetings during the year.

## **Items Under Negotiation: HRUSD - HRTA**

***November 7, 2019 @ 12:00 PM***

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### **Article 3: Leaves of Absence**

*As of 10/16/2019 at 12:47 p.m., only the following two proposed subsections of language remained under negotiation by the parties. These two subsections had each been presented by HRUSD as proposed new subsections under Section 3.8 - Discretionary Leave.*

**3.8.2** An employee shall earn one (1) additional day of discretionary leave (for a total of five (5) days of discretionary leave) in a given school year if, in the previous school year, that employee used a total of ~~30%~~ 40% or less of their accrued sick leave for that school year for any purpose, and if the employee did not incur any personal leave during that school year. Furthermore, an employee shall earn one (1) more additional day of discretionary leave (for a total of six (6) days of discretionary leave) in a given school year if, in the previous school year, that employee had perfect attendance at work, meaning that the employee was present and on duty during all scheduled work hours and did not utilize any leave of any kind for any reason.

**3.8.5** Discretionary leave may not be taken on any of the following days:

The first week of school

The last week of school

The day of any scheduled training or in-service

*On 11/7/2019, HRTA counterproposed the following:*

**Regarding Subsection 3.8.1:** *(3.8.1 is part of the new Section 3.8 - Discretionary Leave)*

HRTA proposed to increase the number of discretionary leave days from four (4) to five (5).

**Regarding Proposed Subsection 3.8.2:**

HRTA declined to agree to the district's proposed new subsection regarding additional discretionary leave to be earned based on attendance.

**Regarding Proposed Subsection 3.8.5:**

HRTA declined to agree to the district's proposed new subsection regarding days on which discretionary leave may not be taken.