

**AGREEMENT**

**BETWEEN**

**WASHINGTON UNIFIED SCHOOL DISTRICT**

**AND**

**WASHINGTON TEACHERS' ASSOCIATION**

**CALIFORNIA TEACHERS' ASSOCIATION**

**NATIONAL EDUCATION ASSOCIATION**



**July 1, 2009 – June 30, 2010**

**(Revised 11/30/2010)**

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## ARTICLE 1: AGREEMENT

- 1.1 This agreement is entered into in good faith this 31 day of January, 2007 between the WASHINGTON UNIFIED SCHOOL DISTRICT of West Sacramento, California, hereinafter called the "District" and the NATIONAL EDUCATION ASSOCIATION, the CALIFORNIA TEACHERS' ASSOCIATION, and the WASHINGTON TEACHERS' ASSOCIATION, hereinafter called the "Association."
- 1.2 The Articles and provisions contained herein constitute a bilateral binding agreement.
- 1.3 This agreement shall remain in full force and effect from July 1, 2006 through June 30, 2009.
- 1.3.1 For 2007-2008, no re-openers on salary or the amount of District health benefits contribution for 2007-2008 except for the option provided in Section 17.12.1.2. After July 1, 2007, the parties shall reopen over health benefits renewal issues including plan providers, rate structures, cost containment measures, etc.
- 1.3.1.1 During 2007-2008, either party may request in writing to reopen regarding implementation of changes in district programs or operations, curriculum, structuring of schools, etc. which necessitate changes in negotiable working conditions. If both parties agree that an item needs to be reopened, the parties shall meet and negotiate a reasonable number of times in relation to the significance of the issue raised.
- 1.3.2 For the 2008-2009 school year, re-openers shall be for salary, health benefits and three (3) additional articles.
- 1.4 The District agrees that within 60 days of the ratification and agreement on final language to print and distribute copies of the Agreement to unit members provided there are modifications other than salary or benefits.
- 1.5 The District will post the contract in its entirety on the District's website.

## ARTICLE 2: RECOGNITION

2.1 The District recognizes the Association as the sole and exclusive bargaining agent for bargaining unit members occupying positions listed below:

Included positions: All regular full-time and part-time teachers, specialist teachers, children's center teachers, state preschool teachers, summer school teachers, psychologists, counselors, nurses, librarians, and work experience teachers, speech therapists and those temporary bargaining unit members hired pursuant to the provisions of Education Code Section 44920, employed to fill positions of certificated bargaining unit members on leaves of absence or experiencing long-term illness of one (1) semester or more and those temporaries hired pursuant to Education Code Section 44909, hired pursuant to contract in categorically funded or specially contracted programs.

## ARTICLE 3: TEACHER ORIENTATIONS

### 3.1 New Teacher Orientation / Luncheon

3.1.1 The District and or WTA will sponsor a welcome orientation for new certificated staff no more than one week prior to the first day of school. Staff will be given a tour of the district and be briefed on its history, culture, ethnic and economic diversity. Members of the school board and key district personnel will also be invited to welcome the new employees. WTA will be given time to enroll new members and discuss union participation and representation. Discussion will focus on Article 23—Association Rights of the contract agreement between WUSD and WTA.

3.1.2 The new teacher orientation will not be considered mandatory.

3.1.3 New certificated employees who attend the half-day New Teacher Orientation will be compensated 50% of their per diem pay.

### 3.2 BTSA Orientation

3.2.1 BTSA participating teachers (PT's) and support providers (SP's) will be required to attend a BTSA Orientation no more than two (2) hours in length prior to the first instructional day.

### 3.3 District Orientation

3.3.1 Unit members shall attend a general District / Association orientation workshop on the first contracted day. The purpose of the workshop shall be to provide a copy of this Agreement to unit members and /or discuss its provisions and answer questions relating to those provisions.

3.3.2 The workshop shall not exceed two hours in duration.

## ARTICLE 4: GRIEVANCE PROCEDURE

### 4.1 Definitions

- 4.1.1 A grievance is an allegation by one or more unit members that there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. Other matters of which a specific method of review is provided by law, the rules and regulations of the District, administrative regulations and procedures and/or District policy are not within the scope of this procedure.
- 4.1.2 A grievant is a member or members of the bargaining unit alleging a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The Association also has standing to grieve on matters affecting the Association.
- 4.1.3 A day is a day when the unit member is required to be on duty hereafter called a work day.

### 4.2 Informal Resolution

Within twenty-one (21) days after the occurrence of the act or omission giving rise to the grievance, before filing a Formal Resolution, Level One, the grievant will attempt to resolve the grievance by means of an informal conference with the immediate supervisor or the appropriate administrator.

- 4.2.1 The immediate supervisor or appropriate administrator shall communicate the decision to the grievant in writing within fifteen (15) work days after the informal conference.

### 4.3 Formal Resolution, Level One

In the event the grievant is not satisfied with the decision rendered or there has been no response at Informal Resolution, the grievant shall file a formal written grievance with the immediate supervisor or appropriate administrator within fifteen (15) work days of the date when the informal response was received or should have been received.

- 4.3.1 The written statement of the grievance shall include the general and specific grounds of the grievance, the date or dates the alleged act or omission occurred, the specific provisions of the Agreement alleged to have been violated, misinterpreted or misapplied, and any other pertinent information which might assist the District in determining the proper resolution of the grievance. It shall also include a statement of the specific action which the aggrieved unit member desires that the District take to remedy the grievance and a statement of the steps initiated by the grievant to resolve the difficulty by informal means as described in Section 4.2, Informal Resolution.
- 4.3.2 The immediate supervisor shall communicate the decision to the grievant in writing within fifteen (15) work days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level.
- 4.3.3 Within the above time limits either party may request a personal conference.

4.4 Formal Resolution, Level Two

In the event the grievant is not satisfied with the decision rendered at Level One, the grievant may appeal the decision on the appropriate form to the Superintendent or designee within fifteen (15) work days. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

4.4.1 The Superintendent or his designee shall communicate the decision to the grievant within fifteen (15) work days. If the Superintendent or his designee does not respond within the time limits provided, the grievant may appeal to the next level.

4.4.2 Within the time limits, either party may request a personal conference.

4.5 Formal Resolution, Level Three

If the grievant is not satisfied with the decision at Level Two, the Association may, within fifteen (15) work days, submit a request in writing to the Superintendent for arbitration of the dispute. The grievant and the District shall attempt to agree on an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

4.5.1 The fees and expenses of the arbitrator in the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

4.5.2 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 submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

4.5.3 The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.

4.5.4 As soon as possible after the hearing, the arbitrator shall submit, in writing, to all parties, a final and binding award.

4.5.5 The exercise by the District of its responsibility referred to in Article 7 (District Rights) shall not be subject to this procedure.

4.6 Miscellaneous Provisions

4.6.1 If the immediate supervisor, Superintendent, or designee fails to comply with the time limits set forth, the grievant may process the grievance to the next level of the grievance procedure. If the grievant fails to comply with the time limits set forth, the grievant shall be deemed to have waived the right to proceed with the grievance procedure.

4.6.2 All documents, communications and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

4.6.3 No reprisals of any kind shall be taken by the District, or any member or representative of the District, against the Association, a grievant, or person who assisted the grievant. No reprisals of any kind shall be taken to the

Association or any unit member who may have participated directly or indirectly in the grievance procedure.

- 4.6.4 The processing of grievances shall be held, insofar as possible, at times other than school hours. When it is absolutely necessary to involve school time, those members of the bargaining unit who must participate either as a grievant, grievant's representative, or witness, shall be provided reasonable release time.
- 4.6.5 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association so long as the adjustment is reached prior to arbitration, the adjustment is not inconsistent with the terms and conditions of this Agreement, and provided the District shall not agree to a resolution of a grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.
- 4.6.6 Unit members may not resort to self-help. The filing or pendency of a grievance shall not delay or change District actions or programs until, if at all, the resolution of the grievance.
- 4.6.7 The grievant may be accompanied at any point in the process by an Association representative at the grievant's discretion.

## ARTICLE 5: TRANSFER AND REASSIGNMENT PROCEDURE

5.1

### Definitions

5.1.1 through 5.1.3 have been moved to the YRE Appendix in Article 25

5.1.4 A transfer shall be defined as a change within position classification from one school or administrative unit to another.

5.1.5 A vacancy shall be defined as an unoccupied position or positions filled by temporary employees within the bargaining unit for which no member has reemployment rights. The determination of the existence of, or the elimination of, a bargaining unit position is solely the responsibility and right of the District. Such vacancies may occur during the school year or between school years, at the same or different sites. Each site shall make internal shifts prior to the identification of any vacancy.

5.1.5.1 In the event a class is collapsed, those directly impacted by the elimination of the position at that site will be solicited for voluntary transfer. If no volunteers are found, then the least senior person among those directly impacted by the elimination of the position at that site will be transferred from that site provided that the position is that of a classroom teacher.

5.1.6 A reassignment shall be defined as a change in position classification within a school or administrative unit.

5.1.7 A position classification shall be defined as any of the following certificated personnel assignments: elementary, middle school, high school; specialist; counselor; psychologist; speech therapist; librarian; nurse; children's center and preschool.

5.1.8 An involuntary transfer or reassignment shall be defined as one which is initiated by the District.

5.1.9 A voluntary transfer or reassignment shall be defined as one, which is initiated upon the application by a member of the bargaining unit.

5.1.10 Reduction in force shall be defined as the District's determination that there are insufficient positions for the number of staff district-wide which would result in the lay-off of bargaining unit members. This would necessitate an official declaration by the District. In the event that this should occur, the entire process as set out in Education Code §44949 will apply.

5.1.11 A site move shall be defined as when a majority of the staff at an existing site is moved to a different site.

5.1.12 A new site/school opening will be defined as a new facility that did not exist prior and no current staff are still assigned; or a change in the grade level configuration at a site requiring open positions.

5.2

Posting of Vacancies

- 5.2.1 Posting of vacancies will be prepared as soon as possible after vacancies and new positions are known.
  - 5.2.1.1 The District shall notify WTA of new positions prior to taking them to the school board for approval.
- 5.2.2 Throughout the regular school year, excluding provisions in 5.2.5.5, postings of district determined vacancies will be placed on the district website within three (3) days and emailed to WUSD list serve. It will also be emailed to WTA and posted in designated places at each school site. Each posting shall include any special qualifications needed to fill the position.
- 5.2.3 Vacancies will be posted and filled as they occur. In the event that a vacancy occurs during the school year, it shall be filled temporarily to avoid the impact of multiple transfers on student learning (unless it involves an increase in salary). If filled by an internal applicant, the internal candidate will assume the position the following school year.
- 5.2.4 YRE Vacancies Procedure has been moved to the YRE Appendix in Article 25.
- 5.2.5 Transfer Procedures:
  - 5.2.5.1 Within three (3) working days of the District's determination of a vacancy, notices of vacancies or new positions shall be published by the District in accordance with 5.2.2. Notices shall include rate of pay, length of contract, requirements for adjunct duties, programmatic needs, grade level, subject matter level, certification, and other requirements of the position.
  - 5.2.5.2 During the first five days of a posting, any unit member who qualifies according to the criteria in 5.4.5 will be considered before the position is opened to outside applicants. Applications received after the first five days will only be released to site administrators after internal interviews are completed.
  - 5.2.5.3 The District will interview present unit members who are qualified for vacant positions first and consider seniority and other criteria as set out in 5.4.5.
    - 5.2.5.3.1 The District will notify the unit member applicants if they have or have not been selected for the position prior to interviewing outside applicants.
  - 5.2.5.4 If no qualified applicant exists within the District, then, and only then, may the District consider qualified applicants from outside the District.
  - 5.2.5.5 Annually, during the period from two months before the first day of school for the position, to two weeks after the first day of school for the position, the District shall continue preference only for all internal applications submitted within the last 6 months, and has no obligation

to post. This provision shall exclude the opening of a new school.

- 5.2.6 Under normal conditions, at least ten (10) working days shall elapse between the posting of notices and the consideration of applications.
- 5.2.7 Applications will be accepted by the Human Resources Department prior to the closing date of a posted position. No position shall be filled prior to the closing date of the posting.
- 5.2.8 Unit members returning from leave will be assigned to a position within the scope of their credential.

5.3 Voluntary Transfers and Reassignments:

- 5.3.1 Requests for transfer or reassignment to any type of position or location shall be made to the Human Resources Department on forms provided by the District for this purpose.
  - 5.3.1.1 Transfer forms can be requested by unit members from Human Resources Department, WUSD website, or the site administrators.
    - 5.3.1.1.1 The District may utilize an online recruitment system to notify bargaining unit members of the open positions. Current employees will have to apply, but will not have to submit credentials or other attachments when the District utilizes an on-line application process.
  - 5.3.1.2 Applications received will be acknowledged via an e-mail receipt.
- 5.3.2 The following shall be used as a basis for transfer. Provided that the following criteria are equal, then seniority will be the determining criterion:
  - 5.3.2.1 Seniority within the District.
  - 5.3.2.2 Quality of service to the District as reflected in past evaluations.
  - 5.3.2.3 Experience within the classification.
  - 5.3.2.4 Appropriate certification.
  - 5.3.2.5 Program and student needs
- 5.3.3 Transfers may be denied. In the event transfer or reassignment is denied, the applicant may make a written request and receive the specific reason for denial, in writing, within thirty (30) calendar days.
- 5.3.4 If prior to the start of the new assignment, it is requested by a member of the bargaining unit being transferred or reassigned, school vehicles and personnel will be used to assist in transporting teaching and school supplies.

**5.3.6 moved to the YRE Appendix in Article 25**

5.4 Involuntary Transfer and Reassignment

- 5.4.1 Advance notification will be given to the unit member being transferred or reassigned as soon as possible.
- 5.4.2 If the option is available, unit members to be transferred may indicate their preference. A unit member advised of involuntary transfer may elect to apply for voluntary transfer to any identified vacancy as outlined in 5.3 of this article.
- 5.4.3 If requested by a member of the bargaining unit being transferred or reassigned, school vehicles and personnel will be used to assist in transporting teaching and school supplies.
- 5.4.4 For those unit members being involuntarily transferred, no fewer than two (2) duty days or compensation at the retired teacher substitute rate will be made available to move and prepare for the new assignment.
- 5.4.5 The following criteria shall serve as the basis for involuntary transfer. Provided that the following criteria are equal, then seniority will be the determining criterion:
  - 5.4.5.1 Seniority within the District.
  - 5.4.5.2 Quality of service to the District as reflected in past evaluations.
  - 5.4.5.3 Experience within the classification.
  - 5.4.5.4 Appropriate certification.
  - 5.4.5.5 Program and student needs.

5.4.6 and 5.4.7 Moved to the YRE Appendix in Article 25

5.5 Moved to the YRE Appendix in Article 25

5.6 Site Moves

- 5.6.1 Subject to 5.6.2A, during a site move, staff will be maintained in the move to a different facility. These site moves will be considered involuntary transfers.
- 5.6.2A If a program is not offered then unit members to be involuntarily transferred may indicate their preference to any open, vacant position. They shall be placed in accordance with 5.3.2. A unit member advised of involuntary transfer may elect to apply for voluntary transfer to any identified vacancy as outlined in 5.3 of this article.

5.6.2 and 5.6.3 Moved to the YRE Appendix in Article 25

5.7 New School Openings

- 5.7.1 All new school vacancies will be opened to current unit members prior to being opened to outside applicants in accordance with 5.2.5.
- 5.7.2 When all other criteria are equal as set forth in 5.3.2, the unit member's preference and seniority within the District shall be the determining factor.

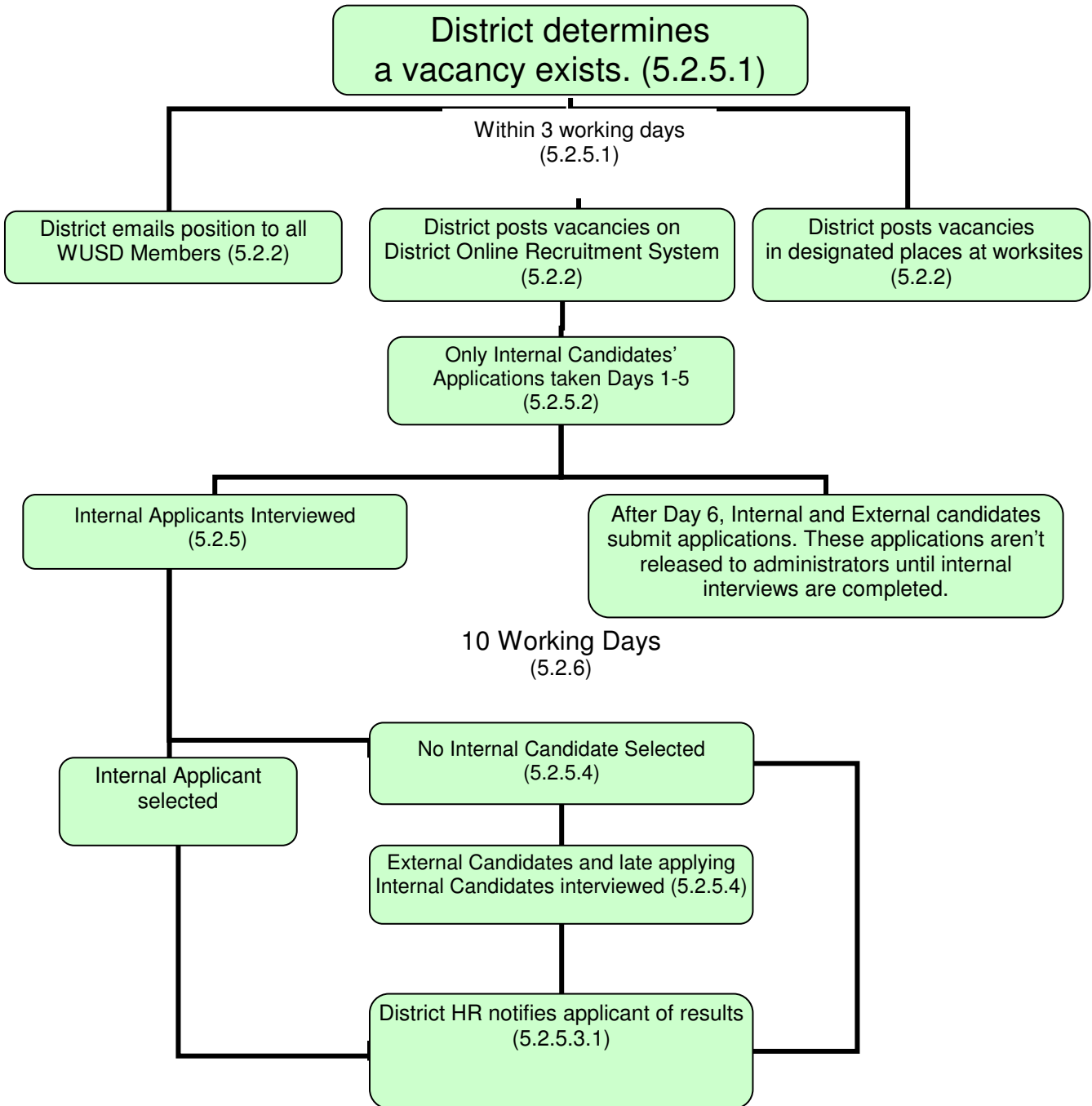
5.8

Miscellaneous

- 5.8.1 This Article shall be applied to Children's Center and preschool unit members only as it appropriately relates to transfer and reassignment within those programs and as further restricted by law.
- 5.8.2 Unit members returning from leave will be assigned to a position within the scope of their credential.
- 5.8.3 Filling vacancies will give preference to the legal right of those returning from leave, from a 39-month reemployment list, and those whose positions have been eliminated. To the degree that voluntary transfer can be given priority without interfering with those legal rights, it will be given first priority for transfer and will follow the procedure in 5.3 of this agreement.
- 5.8.4 Notwithstanding 5.2.3 of this agreement, teachers on the reemployment list who are recalled during the school year, may elect to remain in that position.
- 5.8.5 If there are multiple, concurrent openings from which teachers on the reemployment list will be recalled, teachers on the list will return to the site, if available, from which they are laid off.

# Voluntary Transfer Procedure

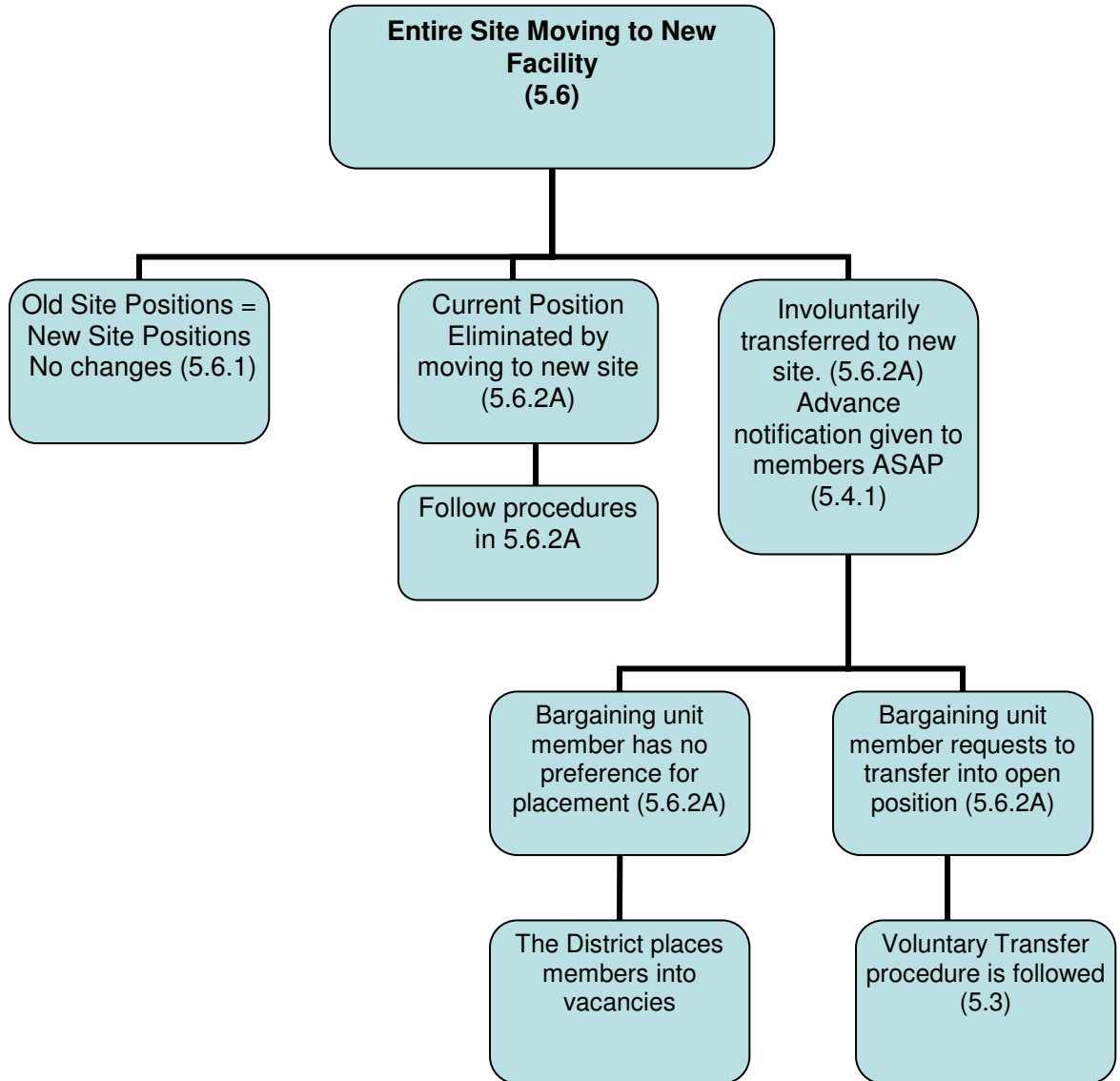
Articles 5.2.5 and 5.3



Any discrepancies between the flow chart and contract language, the contract language prevails.

# Entire Site Move Procedure

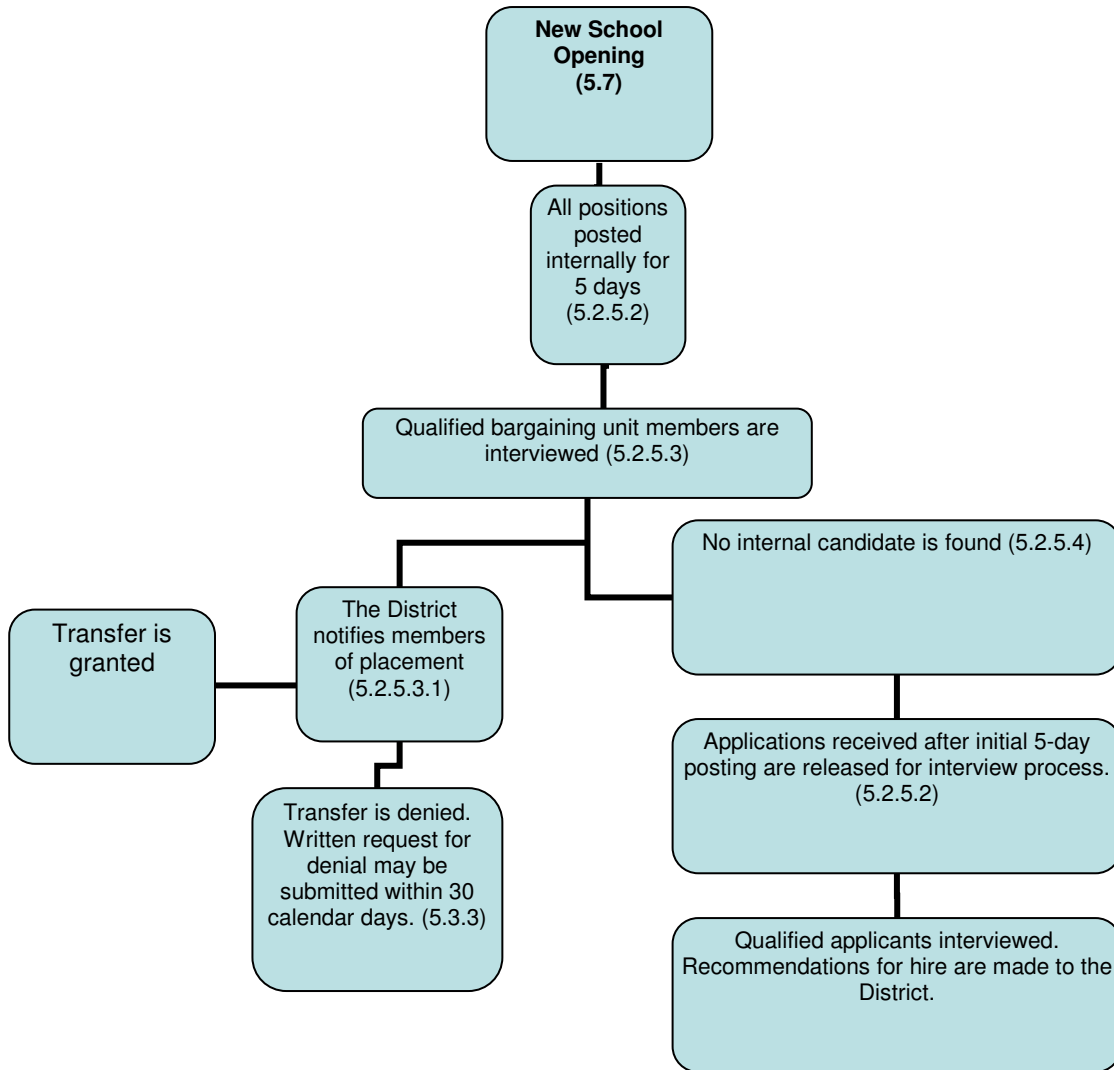
## Article 5.6



Any discrepancies between the flow chart and contract language, the contract language prevails.

# New School Opening Procedure

## Article 5.7



Any discrepancies between the flow chart and contract language, the contract language prevails.

## ARTICLE 6: EVALUATION PROCEDURES

- 6.0 Evaluation is a process whereby the effectiveness of the professional staff member is appraised in relation to the California Standards for the Teaching Profession, and/or certificated job related responsibilities and duties, and predetermined District goals and objectives.
- 6.1 The District shall evaluate every probationary unit member no less than once each year. The evaluation shall be completed by the 32<sup>nd</sup> week of instruction for all unit members. The governing board shall notify the employee, on or before March 15<sup>th</sup> of the employee's second complete consecutive school year of the decision to reelect or not to reelect the employee for the next succeeding school year. (Ed. Code 44939.21 (b)).
- 6.2 Every tenured unit member employed with the school district less than ten (10) years shall be evaluated, in writing, no less than once every other year. Each employee shall be evaluated the first year of tenure. The evaluation shall be completed by the 32<sup>nd</sup> week of instruction for all unit members. This cycle does not preclude observations or a formal evaluation if warranted. District failure to meet the agreed upon timelines by the seventh (7<sup>th</sup>) and/or the twentieth (20<sup>th</sup>) week of instruction shall result in the postponement of evaluating the member at issue during the current school year.
- 6.2.1 For the purposes of the evaluation schedule, normally those who receive an overall rating of "Satisfactory", shall be on an every other year formal evaluation cycle.
- 6.2.2 The Site Administrator may give a "Notice of Needs Improvement". An action plan for improvement will be agreed upon by the 22<sup>nd</sup> week of instruction.
- 6.2.3 An unsatisfactory evaluation constitutes mandatory participation in Peer Assistance and Review program as outlined in Article 6A.
- 6.2.4 Tenured employees with at least 10 years experience with the school district, are highly qualified, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, may be evaluated at least every five years if the evaluator and certificated employee being evaluated agree specified on the evaluation form. The certificated employee or the evaluator may withdraw consent at any time. Teachers will be notified in writing in compliance with timelines of Article 6.
- 6.3 In appropriate cases, as delineated in Education Code Section 44932, discipline and discharge procedures may be undertaken independently of the evaluation procedures contained in this Article. This provision shall not, however, constitute a waiver of any rights an employee may have to adequate notice of performance deficiencies and adequate opportunity to improve.
- 6.4 The evaluation cycles and timelines are outlined in 6.4.1 and 6.4.2 under Appendix E.
- 6.5 The evaluation form (Appendix E) establishes rating categories of "Meets/Exceeds Teaching Standards" and "Below Teaching Standards". The evaluation standards or categories reflect the California Standards for the Teaching Profession. Overall ratings include "Satisfactory", "Needs Improvement", and "Unsatisfactory".
- 6.6 Procedures for Evaluation and Assessment  
The District Administrators shall evaluate and assess classroom employee competency as it reasonably relates to each of the following:

- 6.6.1 The progress of pupils toward the standards of expected student achievement at each grade level in each area of study.
- 6.6.2 The instructional techniques and strategies used by the employee.
- 6.6.3 The employee's adherence to curricular objectives.
- 6.6.4 The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities.
- 6.6.5 The descriptions of best teaching practices organized around the six interrelated categories of the California Standards for the Teaching Profession (CSTP) adopted in 1997 by the State Department of Education and the Commission on Teacher Credentialing.
- 6.6.6 Additional evaluation and assessment guidelines or criteria related to an employee's assignment, job description, and adjunct duties as intended in the Stull Act or job responsibilities.
- 6.7 Members of the bargaining unit are encouraged to evaluate themselves on a continuing basis.
- 6.8 A unit member shall not be evaluated negatively if unable to attain teaching objectives as a direct and proximate result of adverse teaching conditions, including but not limited to, insufficient materials and / or lack of a reasonable and timely opportunity for training.
- 6.9 Nothing in the Article shall be construed in such a way as to unreasonably prevent the District's lawful exercise of its responsibility to evaluate and dismiss unit members.
- 6.10 Consistent with Stull Act requirements, the overall rating of a unit member shall be supported by evidence reported on the approved evaluation and observation forms. The overall rating shall include measures of the CSTP standards or other relevant certificated standards being observed or evaluated when making the final evaluation.
- 6.11 The private life of a bargaining unit member is not within the appropriate concern or attention of the Board except as it may hinder the unit member's performance of assigned functions.
- 6.12 Recourse Evaluation
  - 6.12.1 A unit member, upon request, shall be granted additional observations. Such observations(s) (sic) shall be conducted by members of the administration other than the designated primary administrator, including administrators not assigned to the unit member's work location. Consistent with Stull Act requirements, the overall rating shall include measures of the CSTP standards. The final evaluation rating shall be determined by the combination of all observations generated.
- 6.13 Evaluation Committee
  - 6.13.1 An Evaluation Committee shall be established for the purpose of reviewing the evaluation instruments. The Committee shall consist of two (2) administrators and three (3) teachers. The teacher members of this committee shall be appointed by the Association.
  - 6.13.2 The findings and recommendations of all committees and task forces shall be subject to negotiations.
- 6.14 This Article shall not apply to Children's Center and Preschool unit members except as otherwise required by law.

## ARTICLE 6A: PEER ASSISTANCE AND REVIEW

- 6A.1 In accordance with California legislation AB1X, the District and the Association shall implement a Peer Assistance and Review Program (hereafter referred to as PAR) for all unit members, excluding nurses, counselors, program specialists and psychologists by July 1, 2000 pending adequate State funding. The PAR program shall involve the Consulting Teacher (CT) who provides assistance and the Participating Teacher (PT). Teachers shall be referred to Peer Assistance and Review (PAR) on receipt of an “unsatisfactory” evaluation and/or those who wish to participate in the program.
- 6A.2 Unit member(s) must apply and shall not be assigned in order to be considered for a Consulting Teacher (CT) position(s). The CT shall be a credentialed teacher with tenured status, at least five (5) years of experience, and/or a retired teacher in good standing with recent classroom experience. The CT must have exemplary teaching ability, communication skills, and mastery of strategies to meet student needs. CT’s will be selected through an application and interview process which will include a classroom observation by a panel of two (2) unit members and one (1) district representative.
- 6A.3 Roles and responsibilities of the CT may include, but are not limited to, coaching, observations, feedback, demonstration lessons, lesson planning support, and classroom management strategies. The CT shall be responsible for:
- 6A.3.1 Completing training required to develop observation and coaching skills needed for PAR activities.
  - 6A.3.2 Providing sustained assistance to the PT which shall include an improvement plan developed in collaboration with the PT and the referring principal.
  - 6A.3.3 Conducting requested and/or needed multiple observations of the PT during classroom instruction and conducting post-observation conferences on a regular basis.
  - 6A.3.4 Providing assistance to help the PT meet the performance standards and criteria set by the California Standards for the Teaching Profession.
  - 6A.3.5 Meeting with the PT and the principal to discuss the PAR program, assist in establishing performance goals consistent with student needs and District learning standards, and participating in the development of an improvement plan and measurable goals as well as the process for determining successful completion of the PAR program for the time period agreed upon.
  - 6A.3.6 Carrying out duties of the CT in a professional manner and maintaining confidentiality of the PT outside of the required conversations and discussions with all contacts.
  - 6A.3.7 Linking the PT with resources, training and materials needed to develop and improve instruction. Providing assistance in mutually agreeable areas that impact instruction and student learning.
  - 6A3.8 Actively participate in required training.
- 6A.4 The components of this agreement which require the expenditure of District funds shall only be operative so long as the funding provided is adequate to support the program without encroaching on the District unrestricted general fund.

6A.4.1 Full time classroom teachers/specialists /instructional coaches may support one participating teacher and will be compensated at the following annual stipend, paid in two parts: in January and June of each year.

a. 1PT = \$2,000

6A.5 Contractual agreements reached between the District and third party providers that implement the Peer Assistance and Review Program (PAR) should comply with the financial guidelines of this agreement unless otherwise agreed between WTA and the District or required by law.

6A.6 Consulting Teachers (CT) shall not be considered management or supervisory based upon Their participation in PAR. Teachers who provide assistance and review shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code. The District shall hold these teachers and administrators harmless for actions occurring within the scope of their responsibility for participation in PAR. The decisions of the CT which might lead to a decision by the District to bring dismissal actions are discretionary, not ministerial, and are not grievable nor subject to unfair practices for failure to meet a duty of fair representation. PT's retain all rights to due process regarding termination of employment. Consulting Teachers shall not participate in discussions or vote on any matter in which he/she has a professional or personal conflict of interest.

6A.7 It is intended that all documentation and information related to participation in the PAR program be regarded as a personnel matter, and, as such is subject to the personnel record exemption in Government Code §6250 et seq. Even though it is recognized that the act of teaching is not a private act and is subject to public discussion, Consulting Teachers, Participating Teachers and administrators shall keep their work with a Participating Teacher confidential.

6A.7.1 A PT shall not be evaluated on the basis of participation in PAR, and any results or products shall not be placed in the District Office personnel file. Participation is solely for the purpose of peer assistance and shall remain confidential. A PT may terminate participation in the PAR program at any time.

BEGINNING TEACHER SUPPORT AND ASSESSMENT (BTSA) INDUCTION

- 6B.1 BTSA Participating Teachers (PT's) will be required to complete the BTSA program.
- 6B.2 PT's will receive a \$350 annual stipend upon completion of each year's requirements as determined by the district.
- 6B.3 All teachers employed by the district that qualify for BTSA will be required to participate and complete the up to two year BTSA program as a condition of employment.
- 6B.4 Support Providers
- 6B.4.1 Unit member(s) must apply and shall not be assigned in order to be considered for a support provider position(s). The Support Provider shall be a credentialed teacher with tenured status, at least 5 years of experience, and/or retired teacher in good standing with recent classroom experience. The Support Provider must have exemplary teaching ability, communication skills, and mastery of strategies to meet student needs. Support Providers will be selected through an application and interview process which shall include a classroom observation.
- 6B.4.2 Roles and responsibilities of Support Providers may include but will not be limited to:
- 6B.4.2.1 Actively participate in required Support Provider training for year 1, year 2, and all periodic updates.
- 6B.4.2.2 Complete required documentation.
- 6B.4.2.3 Meet weekly with Participating teacher(s) for an average of 1.5 hours each week for 29 weeks each year for up to two years.
- 6B.4.2.4 Review and approve documents provided by the PT. Observe PT's classroom performance in order to provide feedback to the unit member.
- 6B.4.2.5 Support and guide PT's in BTSA requirements.
- 6B.4.2.6 Support the PT in the collection of evidence that meets program standards regarding his/her teaching practice up to the two-year period.

6B.5

Compensation

- 6B.5.1 Full time classroom teachers / specialists / instructional coaches may support a maximum of four (4) PT's and will be compensated at the following annual stipends, paid in two parts: in January and June of each year:
  - a. 1PT = \$1,656
  - b. 2PTs = \$3,312
  - c. 3PTs = \$4,312
  - d. 4PTs = \$5,312
  
- 6B.5.2 SP's working with PT's that clear their S.B. 2042 credential through BTSA will be paid an additional \$100 for each credential cleared.
  
- 6B.5.3 A unit member on special assignment may provide BTSA support to a maximum of 18 teachers as 50% of their regularly assigned duties (prorated if less).
  
- 6B.6 Contractual agreements reached between the District and third party providers that implement the Beginning Teacher Support and Assessment Program should comply with the financial guidelines of this agreement unless otherwise agreed between WTA and the District or required by law.
  
- 6B.7 The components of this agreement which require the expenditure of District funds shall only be operative so long as the funding provided is adequate to support the program without encroaching on the District unrestricted general fund.

## ARTICLE 7: DISTRICT RIGHTS

- 7.1 All matters not specifically enumerated as within the scope of negotiations in Government Code Section 3540 et seq. and/or designated as rights shared with the Association are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 7.1.1 The legal, operations, geographical and organizational structure of the District, including the chain of command, division, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
  - 7.1.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debts, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
  - 7.1.3 The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, services and activity functions assigned to such properties;
  - 7.1.4 All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standard of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services, the subcontracting of services to be rendered and functions to be performed including educational (i.e., historically not performed by unit members unless the District must, to conform with federal and state laws), support, construction, maintenance and repair services;
  - 7.1.5 The utilization of personnel not covered by this Agreement, including, but not limited to, substitutes, consultants, confidential and supervisory or managerial personnel, and the methods of selection and assignment of such personnel;
  - 7.1.6 The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admission, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, pupil health and safety, pupil conduct and discipline, transportation, food service, racial and ethnic balance, extra-curricular and co-curricular activities and emergency situations with respect to such matters;
  - 7.1.7 The selection, classification, direction, promotion, demotion, discipline, and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of unit members to any location and also to any facilities, classroom, functions, activities,

- academic subject matter, grade levels, departments, tasks, or equipment; and the determination as to whether, when, and where there is a job opening;
- 7.1.8 The job classification and the content and qualifications thereof;
- 7.1.9 The duties and standards of performance of all employees; and whether unit members adequately perform such duties and meet such standards;
- 7.1.10 The dates, times and hours of operation of District facilities, functions and activities;
- 7.1.11 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties of all personnel with respect to such matters;
- 7.1.12 The rules, regulations and policies for all unit members, students and the public;
- 7.1.13 The retirement of unit members for age or disability; and
- 7.1.14 The termination or layoff of unit members, consistent with law, as a result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.
- 7.2 All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District.
- 7.3 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner, nor does the Association waive any rights guaranteed by law.
- 7.4 The District retains its rights to temporarily amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.
- 7.5 An emergency for the purpose of this Article shall be an act of nature, or natural disaster such as, but not limited to, earthquakes, floods, severe fires, major attack, plague or a financial situation equivalent to one or all of the examples above.
- 7.6 In addition, the declaration of an emergency which temporarily amends, modifies or rescinds rights guaranteed under this Agreement shall be subject to judicial review.
- 7.7 The explicit language of the other Articles of this Agreement shall take precedence over this Article in any dispute between the parties as to the violation, implementation or interpretation of this Agreement.
- 7.8 Any dispute arising out of, or in any way connected with either the existence of, or the exercise of, any of the reserved rights of the District, is not subject to the grievance provisions set forth in Article 4. However, this provision does not prevent the grievability of shared rights if found in the other language in the Articles of this Agreement.

ARTICLE 8: NEGOTIATION PROCEDURES

- 8.1 Not earlier than May 1, nor later than July 1, the Association shall submit its reopener/initial proposal for salary, benefits, and three articles or new topics of each party's choice.
- 8.2 No later than November 1, or as otherwise mutually agreed, the District shall meet and negotiate with the Association.
- 8.3 The District and the Association may identify and utilize representatives of their choice, and each shall take the responsibility for their team.
- 8.4 The Association may designate no more than five (5) representatives who shall have the right to receive reasonable periods of release time without loss of compensation when meeting and negotiating and for the processing of grievances.

## ARTICLE 9: PERSONNEL FILES

### 9.1 Personnel File Contents

9.1.1 Employee personnel files will be maintained in accordance with Education Code Section 44031. Secret files are prohibited.

9.1.1.1 The reference to "secret files" does not prevent a principal or other administrator from maintaining and using documentation which verifies the disciplinary actions of an administrator such as an oral warning noted in a calendar or in a chronological record of administrative action.

9.1.1.2 Derogatory information in site files shall be entered into the personnel file or destroyed within two (2) years.

### 9.2 Inspection of Files

9.2.1 Every employee shall have the right to inspect/examine all his/her files upon request in accordance with Education Code Section 44031.

9.2.2 Any access to or examination of employees' personnel files requires a log to be kept in each personnel file stating the date, purpose, and the signature of the Assistant Superintendent of Human Resources or designee.

9.2.2.1 The log requirement as provided herein shall not apply to the routine inclusion of:

- ♦ Yearly contract
- ♦ Sick leave status
- ♦ Verification of credentials
- ♦ Offer of employment
- ♦ Evaluations

9.2.2.2 Law enforcement or other official governmental investigations where confidentiality has been officially requested.

9.2.3 Material not subject to inspection includes rating reports or records which were obtained prior to employment of the person involved, prepared by identifiable examination committee member, or obtained in connection with a promotional examination.

9.2.4 An employee shall have the right to authorize a representative to examine his/her file and obtain a copy of material in the file, except those materials indicated in 9.2.3.

9.3 Information of a derogatory nature shall not be entered or filed unless, and until, the employee is given notice and an opportunity to review and comment thereon.

9.3.1 The District shall seal derogatory information at the written request of the unit member after four (4) years from the date of entry.

9.4 The employee shall be sent any statement or letter prior to its being placed in his file and shall be provided an opportunity to react to any statement or letter placed in the file.

- 9.5 Material that should be, but is not, found in the employee's personnel file should not serve as a basis for affecting the status of his employment.
- 9.6 Employees may place material relative and routine to their professional status in their file.
- 9.7 All material going in a file shall be signed and dated by the person placing said material in the file.

## ARTICLE 10: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

### 10.1 Dues Deduction

- 10.1.1 The right of payroll deduction for payment of organizational dues shall be accorded to unit members electing membership in the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Provided that the Association has complied with the requirements of Education Code Section 45060, the Association may, by formal notice, increase or decrease the dues payment without resolicitation and authorization from unit members.
- 10.1.2 Pursuant to authorization by the unit member, the District shall deduct one-tenth (1/10th) of the Association dues and fees from the regular salary check each month. Deductions for unit members who sign such authorization after commencement of the school year shall be appropriately prorated from the date designating start of membership to allow completion of the dues by the end of the school year.
- 10.1.3 With respect to all sums deducted by the District pursuant to authorization of the unit member for membership dues, the District agrees to remit them according to the requirements of Education Code 45060 along with such documentation as is normally provided for such deductions.

### 10.2 Maintenance of Membership

- 10.2.1 The Association and the District agree that any unit member who is a member of the Association at the time of this Agreement becomes effective, or who enrolls during the term of the Agreement, shall maintain such membership from year to year unless revoked in writing within a period of thirty (30) days following the expiration of this or any successor written agreement.

### 10.3 Organizational Security

- 10.3.1 Any unit member who is not a member of the WTA/CTA/NEA, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association; or pay to the Association a fee equal to the amount determined to be the percentage of dues attributable to the cost of collective bargaining expenses. Such amount shall be payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, or the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 10.1.2 of this Article. In the event that a unit member does not pay such fee directly to the Association or authorize payment through payroll deduction as provided in Section 10.1.2, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in section 10.1.2 of this Article. There shall be no charge to the Association or unit member for such mandatory organizational security deductions.
- 10.3.2 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join or financially support WTA/CTA/NEA as a condition of employment; except that such unit members shall pay, in lieu of a service fee, sums equal to such service fee

to one of the non-religious, non-labor organizations charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue (listed below), or pay to the Association a fee in the amount determined to be the amount attributable to the cost of allowable collective bargaining expenses. It is agreed that this amount is carefully tailored to minimize any infringement on a unit member's constitutional rights and shall be provided the District by WTA/CTA/NEA at least thirty (30) days prior to the District's responsibility to collect it. The unit member may pay the fee to the Association in one lump sum cash payment in the same manner as required for 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 10.1.2 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, the Association shall so inform the District, and provide the District with copies of the information concerning the justification of the fee previously provided the unit member, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 10.1.2 of this Article. Any charge for the deduction shall not exceed the actual cost to the District of the deduction including start up and ongoing costs.

- . American Cancer Society
- . American Heart Fund

- 10.3.3 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 10.3.2 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 10.1.2 and 10.3.2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of organization security fee has been made. Such proof shall be presented on or before the first working day of the second month of each school year.
- 10.3.4 Any unit member making payments as set forth in Sections 10.3.2 and 10.3.3 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable costs of using said grievance or arbitration procedures.
- 10.3.5 With respect to all sums deducted by the District pursuant to Sections 10.1.2 and 10.3.2 above, whether for membership dues or organization security fee, or for becoming a member of the organization and paying the required membership fees, 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.
- 10.3.6 With respect to all sums deducted by the District pursuant to Sections 10.3.1 and 10.3.2, the District agrees to remit them according to the requirements of Education Code Section 45061 along with such documentation as is normally provided for such deductions.
- 10.3.7 The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 10.3 of this Article.

10.4

Hold Harmless

10.4.1

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any action challenging the agency fee provisions of this Agreement or their implementation, and agrees to pay any judgment or settlement liability arising out of such challenges. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

## ARTICLE 11: LEAVES

### 11.1 Sick Leave

- 11.1.1 Every full-time unit member in the District shall be entitled to ten (10) days leave of absence for illness or injury with full pay for each regular school year of service worked except as provided in Article 19, Children's Center and Preschool Program.
- 11.1.2 A unit member who provides less than a full regular year's service shall be entitled to that proportion of ten (10) days of sick leave as actual service bears to a full regular school year of service.
- 11.1.3 Credit for sick leave need not be accrued prior to the taking of such leave by the unit member.
- 11.1.4 Sick leave is accumulated without limit.
- 11.1.5 Unit members who are absent because of illness or accident from the duties to which they have been assigned by the District shall receive their regular full pay for each day and/or period of such absence insofar as such members have credited and/or accumulated sick leave in their accounts to cover the absences, after which Section 11.9.1 comes into effect.
- 11.1.6 If the District has cause to suspect sick leave abuse, the District may require physician's verification of illness.
- 11.1.7 Sick leave may be utilized for doctor or dental appointments.
- 11.1.8 The District shall notify, in writing, all unit members on or before October 1 of each year, of the total number of days of accumulated sick leave, including those they are entitled to for the current year.
- 11.1.9 Unit members required to work beyond the regular work year shall receive one (1) additional sick leave day for each eighteen (18) days extended service.
- 11.1.10 The District agrees to provide a District answering machine/voice mail service to be used by certificated staff to alert the District of staff absences, and for the purpose of securing substitute teachers.
- 11.1.11 For regular classroom teachers, when partial days of sick leave are used, all hours absent will be deducted from the absent teachers sick leave when a substitute teacher is required. If coverage for the teacher is arranged through "Blue Slipping", and no coverage is provided during the prep period, the prep period will not be deducted from the employee's sick leave.

### 11.2 Industrial Accident and Illness Leave

- 11.2.1 The members of the bargaining unit shall be eligible for industrial illness and accident leave.
- 11.2.2 The accident or illness must have arisen out of, and in the course of, employment of the unit member; and must be accepted as a bona fide illness or injury arising out of, and in the course of, employment by the District's Workers' Compensation Insurance carrier. The following procedure will be used:

- 11.2.2.1 Any unit member who sustains a work-related injury or illness shall report the injury/illness immediately to the supervisor or the District Workers' Compensation administrator.
- 11.2.2.2 Unit members are entitled to be treated by their personal physician if they have completed the Predesignation Form before the injury/illness and their physician agreed in writing to provide treatment. It is the unit member's responsibility to inform the treating physician that the injury/illness is work related.
- 11.2.2.3 Unit members are required to provide their supervisor and the District Workers' Compensation administrator with a copy of the doctor's report or note immediately following any doctor visit for a work-related injury. A unit member shall not return to work without first providing this information.
- 11.2.2.4 A Workers' Compensation claim should be filed by the district within five (5) days. The injured employee shall return the Employee Claim form as soon as possible to ensure proper reporting.
- 11.2.3 Workers' Compensation leave shall be for not less than sixty (60) days during which the schools are required to be in session, or when the unit member otherwise would have been performing work for the District, in any one fiscal year for the same accident.
- 11.2.4 Workers' Compensation leaves shall not be accumulated from year to year.
- 11.2.5 The leaves under these rules and regulations will commence on the first day of absence.
- 11.2.6 When a unit member is absent from duties on account of industrial accident or illness, the member shall be paid such portion of salary due for any month in which the accident occurs as when added to temporary disability indemnity under appropriate sections of the Labor Code, will result in a payment of not more than full salary.
- 11.2.7 The District shall issue appropriate salary warrants for payment of the unit member's salary and shall deduct retirement, other authorized contributions and any compensation provided the unit member under this Section.
- 11.2.8 On termination of the industrial accident or illness leave, the unit member shall be entitled to sick leave benefits. For this purpose, the member's 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 member may elect to take as much accumulated sick leave which, when added to temporary disability indemnity, will result in payment of not more than a full salary.
- 11.2.9 Any unit member receiving benefits as a result of these rules and regulations shall, during the period of illness or injury, remain within the State of California unless the Board authorizes travel outside the State.
- 11.2.10 District agrees to furnish the unit member with a copy of the initial form submitted to the District's workers' compensation carrier reporting the accident or illness.

- 11.3 Bereavement Leave
- 11.3.1 Members of the bargaining unit shall be entitled to the use of up to three (3) days of full paid leave of absence in the event of the death of any member of the immediate family, or up to five (5) days of leave if out of State or 200 miles travel is required.
- 11.3.2 No charge shall be made against the unit member's sick leave account for the use of this leave.
- 11.3.3 For purposes of this leave, members of the immediate family are the mother, father, children, grandmother, grandfather, or a grandchild of the unit member or the immediate family of the spouse or domestic partner of the unit member including step relatives; as well as the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or any person living in the immediate household of the unit member and registered with the District on site Emergency Card.
- 11.3.4 Any additional days requested beyond those provided by this Section shall be handled through the provisions of personal necessity leave.
- 11.4 Personal Business Leave
- 11.4.1 The District may approve leaves of absence for personal business, without pay, upon the recommendation of the Superintendent, except such leaves may not be in excess of one (1) school year.
- 11.5 Family Illness
- 11.5.1 An absence to care for a member of the family who is ill and who requires the attendance or care of the unit member is authorized with pay. Such leave shall not exceed three (3) days per year and is not cumulative. Days for this leave shall not be deducted from the sick leave account.
- 11.5.2 For purposes of this regulation, members of the immediate family are as defined in Section 11.3.3.
- 11.6 Sabbatical Leave
- 11.6.1 General Provisions
- Members of the bargaining unit may apply to take sabbatical leaves to improve themselves and/or benefit the school system through study or research. The District shall pay one-half salary. Any monies related to professional growth, such as fellowships, grants, stipends, may be accepted by the unit member on leave. A planned program of travel may be substituted for study or research.
- 11.6.2 The primary purpose of the sabbatical leave is to allow for formal graduate study.
- 11.6.2.1 A minimum of twenty (20) units and a maximum of thirty (30) units study will be required for year leaves with the appropriate fraction required for half-year leaves. The course of study may be for formal college credit or in courses that are audited.

- 11.6.2.2 In order of preference, work undertaken should be in the unit member's own field of work, closely related field, independent research in consultation with the Superintendent and/or the writing of a doctoral dissertation.
- 11.6.3 A maximum of one percent (1%) of the professional staff may be on sabbatical leave at any one time.
- 11.6.4 Members of the bargaining unit who have been in the employ of the District for seven (7) consecutive years will be eligible for sabbatical leave.
- 11.6.5 Applications for leaves for the first semester must be in the Superintendent's Office not later than the first school day of the preceding May. Applications for leaves during the second semester must be in the Superintendent's Office not later than the first school day of the preceding November. Applications must be made on the standard forms provided by the Superintendent's Office.
- 11.6.6 Leaves will not be granted for the purpose of engaging in gainful occupations and for the purpose of studying for trades or other professions. Staff members while on leave will not be employed to do any work for the school system. Outside activities in which staff members engage for pay during the regular school year may be continued, but must not be expanded in any way during the period of leave. All activities for which leaves are granted must be planned in consultation with the Superintendent. Any changes in such plans must be approved, in advance, by the Superintendent.
- 11.6.7 Staff members must agree to return to the District for a period of not less than two (2) years immediately upon conclusion of the leave.
- 11.6.8 When formal college credit has been granted during the leave, an official transcript will be required.
- 11.6.9 When leaves have been granted for any other purpose, written reports and planned consultation with the Superintendent will be required.
- 11.6.10 At the expiration of the leave of absence, the unit member shall, unless otherwise agreed, be reinstated in the position held at the time of the granting of the sabbatical leave, or in a similar position.
- 11.6.11 The unit member returning from sabbatical leave will progress on the salary schedule as if the member had remained in active service.
- 11.6.12 It is the responsibility of the unit member to share skills, information and/or knowledge with other members of the staff at the discretion of the District.
- 11.6.13 This leave shall not be available to Children's Center or Preschool unit members.

11.7

Maternity Leave

- 11.7.1 In conformance with California Education Code Section 44956, any unit member who is pregnant shall be entitled to use of sick leave for maternity purposes when there is a disability caused or contributed to by pregnancy, miscarriage, childbirth or recovery there from. 11.7.2 Members of the bargaining unit experiencing a disability as described above, shall have the option of either receiving or not receiving pay during the period of disability. Each day for which such pay is received shall be charged against her accumulated sick leave.
- 11.7.3 The length of the maternity leave, including the beginning and ending dates, shall be determined by the unit member and her physician.
- 11.7.4 A unit member on parental leave of absence, as described in Section 11.8, will be entitled to receive the benefits of this paragraph during any period of such leave when she experiences a disability as herein defined.
- 11.7.5 If the District has cause to suspect abuse, the District may require the unit member's claim of disability be verified by a physician of the District's choice.
- 11.7.6 Disability due to pregnancy or childbirth shall be applied on the same terms and conditions as other temporary disabilities.
- 11.7.7 The District Maternity Leave Packet is available through Human Resources.

11.8

Parental Leave

- 11.8.1 Parental leave of absence, without pay, may be granted to a member of the bargaining unit for the purpose of child bearing and/or child rearing.
- 11.8.2 A member of the bargaining unit who is pregnant may request a leave of absence which may begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. The unit member shall request the leave, in writing, at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice a physician's statement certifying her pregnancy, or a copy of the birth certificate of her child, whichever is applicable. A unit member who is pregnant may continue in active employment throughout her pregnancy as long as she is able to perform required functions.
- 11.8.3 A member of the bargaining unit may request a one (1) year parental leave of absence to begin within two (2) years after the birth of the child, or within one (1) year after receiving de facto and/or de jure custody of any infant child that is five (5) years of age or less; or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.
- 11.8.4 A maximum of one (1) year extension of a regular parental leave of absence may be requested provided the request for extension is received by the District no later than forty-five (45) calendar days prior to the expiration of the original leave, and the District can secure an adequate replacement.
- 11.8.5 Salary schedule credit in years of service will not accrue to a unit member on this leave, unless the unit member works the equivalent of at least seventy-five percent (75%) of the school year.

- 11.8.6 Any unit member who has been on a parental leave for two (2) semesters or less and notifies the District of a desire to return to active employment shall, within a reasonable time, be assigned to a position similar to the position held at the time the leave commenced.
- 11.8.7 While on parental leave, the unit member shall have the option to remain an active participant in the fringe benefit program of the District by contributing the full amount of premiums normally paid by the District for those who are actively employed.
- 11.8.8 The granting of a parental leave of absence shall not deprive the District of its right to dismiss a probationary member in accordance with Sections 44948 and 44951 of the California Education Code or other applicable provisions of law.
- 11.8.9 No sick leave will be accumulated by a unit member who is on an unpaid parental leave of absence.

11.9 Extended Illness Leave

- 11.9.1 Any unit member who must be absent because of accident or illness whether work connected (or not) is entitled to one hundred (100) work days of leave. The amount deducted from the salary due him or her shall not exceed the amount paid a substitute or the amount that would have been paid a substitute if no substitute is obtained. The sick leave, including accumulated sick leave, and the one hundred (100) work days shall run consecutively.
  - 11.9.1.1 An employee shall not be provided more than one 100-work-day period per illness or accident. However, if a school year terminates before the 100-work-day period is exhausted, the employee may take the balance of the 100-work-day period in a subsequent school year.
- 11.9.2 Unit members on extended leave shall continue to be provided with the full range of regular member fringe benefits as provided in the Agreement.
  - 11.9.2.1 For the period of time, if any, between the elapse of the One hundred ten (110) days of extended illness leave, and The time a unit member is eligible for participation in federal or state disability programs, the District agrees to pay the premiums of existing insurance benefits.
  - 11.9.2.2 The District agrees to continue the payment of Health and Welfare benefits for those who exhaust their eligibility under the extended illness leave through the end of the school year in which the leave expires.
- 11.9.3 Time spent on extended illness leave shall be accepted by the District for purposes of allowing advancement on the salary schedule.
- 11.9.4 Members of the bargaining unit utilizing these extended illness leave provisions who are medically able may return to a position for which they are credentialed and qualified upon notification to the District. When a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent beyond differential leave, the employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months (if permanent) or twenty-four (24)

months (if probationary). When a unit member is medically able to return from the reemployment list, he or she shall be assigned to a position for which he or she is credentialed and qualified as set out in Education Code § 44978.1.

11.9.5 If the District has cause to suspect abuse, the District may require a member's claim of disability be verified by a physician of the District's choice.

11.9.6 The district shall continue contributing the full amount of premiums for participation in the District's fringe benefits program normally paid for those who are actively employed while a unit member is on paid long-term leave.

11.10 Jury, Court Witness and Voting Leave

11.10.1 The District shall pay full salary for absence when the absence is caused as a result of jury duty. Release time will be given to members for appearance when subject to subpoena in any job related legal proceedings. All monies received by the unit member for jury duty shall be reimbursed to the District, except for reimbursement for expenses.

11.10.2 The District may grant leaves of absence as a court witness with pay. All moneys received by the unit member as a court witness shall be reimbursed to the District, except for reimbursement of expenses.

11.10.3 If a member of the bargaining unit does not have sufficient time outside of working hours within which to vote in a statewide election, the unit member may, without the loss of pay, take off enough working time, as when added to the voting time outside working hours, enable the unit member to vote.

11.10.3.1 Time off without loss of pay is limited to a maximum of two (2) hours.

11.10.3.2 Unit members must give at least two (2) working days notice that the above time off is required to enable the unit member to vote.

11.11 Personal Necessity Leave

Members of the bargaining unit may use seven (7) days of allowable sick leave in cases of personal necessity during one (1) school year. Unit members may petition the Human Resources Department for up to five (5) additional days, which may be awarded at his/her sole discretion as limited by 11.11.1.

11.11.1 Members may use personal necessity leave in cases of death of a member of the immediate family, other relatives including foster parents, step parents, and close personal friends; in case of accident, illness or injury involving the unit member's personal property, or the personal property of a member of the immediate family, other relatives including foster parents, step parents, and close personal friends; to attend to legal matters; the birth or adoption of his or her child; in cases where the unit member is unable, in an emergency situation, to reach the assigned place of duty because of circumstances totally beyond control; for matters affecting the well being of a unit member or the immediate family; for religious observances; and for attendance at weddings or ceremonies honoring members of the immediate family.

11.11.2 Immediately upon return, the unit member shall complete the appropriate District form 4157-1-PER in triplicate and submit it to the Human Resources Department.

- 11.11.3 Immediate family as used in this Article shall include only those persons defined in Section 11.3.3.
- 11.11.4 Personal necessity leave shall not be used for any of the following:
  - 11.11.4.1 Attendance at, or participation in, functions or activities, which are primarily for the unit member's pleasure, amusement or personal convenience.
  - 11.11.4.2 Extension of holidays or vacation periods for personal convenience.
  - 11.11.4.3 Accompanying a spouse on a trip when such travel is not otherwise authorized by these rules.
  - 11.11.4.4 Seeking or engaging in remunerative employment.
  - 11.11.4.5 Engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting, or any other activity related to work stoppage or political campaigning.
- 11.11.5 Whenever possible, as a courtesy, a unit member's request to use personal necessity leave shall be submitted in triplicate on the appropriate District form at least three (3) working days prior to the desired absence.
- 11.11.6 Appeals of determination made by the District shall go through the grievance procedure in District policy.

11.12 Unpaid Long-Term Leave

- 11.12.1 A unit member, while on unpaid long-term leave, shall have the option to remain an active participant in the fringe benefit program of the District by contributing the full amount of premium normally paid by the District for those who are actively employed.

11.13 Association Leave

There shall be allowed to the Association sixty (60) days leave. No more than twenty (20) days of such Association Leave shall be used by the President of the Association, and no more than ten (10) days of such Association Leave shall be used by any other single Association member during the school year. The Association shall reimburse the District for the cost of a substitute hired for the Association members using such Association Leave.

**Old 11.14 Exchange Days has been moved to YRE Appendix and replaced with No Tell Days language in the current contract.**

11.14 No Tell Days

- 11.14.1 Those unit members who have accumulated not fewer than twenty (20) days of sick leave, effective July 1 of a fiscal year, may use one day annually for each twenty (20) days of accumulated sick leave without providing reason.
  - 11.14.1.1 These days shall not be used for 11.11.4.5

11.15 Family Medical and Care Leave

11.15.1 The District agrees to comply with the State and Federal laws on Family Leaves. The FMLA provides that eligible employees (those who have worked 1250 hours in the previous year) may have unpaid leave for specific reasons of up to twelve (12) weeks without losing health benefits. Other paid leaves may be offset against the 12-week period. Specific information can be attained at the District office.

11.16 Catastrophic Leave

11.16.1 The District and WTA agree to create a certificated employee Catastrophic Leave Bank.

11.16.2 The District shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, and verifying the validity of requests. If it is feasible within the current reporting system, the District will provide an annual statement of sick leave which captures the status of a participant in the Sick Leave Bank. A joint District-WTA committee composed of two members appointed by WTA and two members appointed by the Superintendent will review requests, approve or deny the requests, and communicate its decisions, in writing, to the participants within ten (10) days (even if the decision is that the committee needs more information prior to making a final decision).

11.16.3 Days in the Catastrophic Leave Bank shall continue from year to year unless otherwise terminated in accordance with this article.

11.16.4 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.

11.16.5 The WTA Catastrophic Leave Bank shall be administered by the District in accordance with the following criteria:

11.16.5.1 “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family (as defined in 11.3.3 of the collective bargaining agreement) which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. Participants applying for an initial grant from the Leave Bank shall be required to submit to the District a doctor’s statement indicating the nature of the illness or injury and the probable length of absence from work. The District and members of the Committee shall keep information regarding the nature of the illness confidential. The District may require a medical review by a physician of the Committee and District’s choice at the participant’s expense. Only a physician who qualifies under the District offered insurance programs shall be chosen. Refusal to submit to the medical review will terminate the participant’s continued receipt of a grant. The Committee may deny a grant based upon the medical report and the criteria for catastrophic illness set out above.

- 11.16.5.2 "Eligible leave credits" means sick leave accrued to the donating employee.
- 11.16.5.3 If the transfer of eligible leave credits is approved by the Joint District-WTA Committee, the Committee shall determine the amount of leave from the bank available to the requesting employee provided that the amount of time that donated leave credits may be used for is not to exceed an authorization of 12 months. Eligible leave credits may be donated to an employee for catastrophic illness or injury if all of the following requirements are met:
- 11.16.5.3.1 The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.
  - 11.16.5.3.2 The District determines that the employee is unable to work due to the employee's or the family member's catastrophic illness or injury.
  - 11.16.5.3.3 The employee has exhausted all accrued paid leave credits except 100-work-day (five-month) leave shall be exhausted concurrently and the amount donated leave adjusted appropriately. In the event that the employee is already on 100-work-day (five-month) leave when approved for catastrophic leave, the amount remaining shall be exhausted concurrently.
  - 11.16.5.3.4 If a participant is incapacitated, applications may be submitted to the District by the employee's agent or member of the employee's family.
  - 11.16.5.3.5 A day of donated sick leave shall be considered one day for purposes of credit to the Catastrophic Leave Bank, regardless of the number of hours that donated day would have been worth to the member making the donation.
  - 11.16.5.3.6 If an employee uses a day from the Catastrophic Leave Bank, pay for that day shall be the same pay the employee would have received had the employee worked that day.
  - 11.16.5.3.7 Any illness or injury for which the employee has applied for workers' compensation shall be excluded from the use of the Catastrophic Leave Bank.

- 11.16.5.4 An employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
- 11.16.5.5 For any grant made prior to the 10<sup>th</sup> of the month, the employee will be paid at the end of the month, and each subsequent month as applicable. For any grant made after the 10<sup>th</sup> of the month, the unit member will be paid at the end of the following month and each subsequent month as applicable.
- 11.16.5.6 Employees who are granted use of the Catastrophic Leave Bank shall be considered in regular paid status during such use.
- 11.16.6 All unit members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank if they have accrued a minimum of ten (10) days sick leave.
- 11.16.7 Participation is voluntary, but requires contribution to the Catastrophic Leave Bank. Only contributors will be permitted to withdraw from the Bank.
- 11.16.8 Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible must wait until the next designated open enrollment period of the Catastrophic Leave Bank. The open enrollment period will be between July 1 and September 30 of each school year.
- 11.16.9 The contribution, on the appropriate form will be authorized by the Unit Member and continued from year to year until canceled by the Unit Member.
- 11.16.10 Cancellation may be done at any time, but 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 Members cancels.
- 11.16.11 Contribution shall be made between July 1 and September 30 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 Catastrophic Leave Bank to all new Unit Members and those Unit Members returning from leave.
- 11.16.12 The annual rate of contribution by each participating Unit Member for each school year shall be one (1) day of sick leave or compensatory time, which shall be deemed to equate to the legal minimum, required by Education Code 44043.5. A maximum of five (5) days can be contributed. A day for the purposes of donation is a normal teacher workday except for part-time employees whose percentage of contract shall dictate their required contribution. Should a part-time employee draw from the bank, their withdrawal shall be based upon their percentage of contract at the time of the contribution.
- 11.16.13 Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank.

- 11.16.14 If the number of days in the Bank at the beginning of a school year exceeds six hundred (600), no contribution shall be required of Unit Members. Those Unit Members joining the Catastrophic Leave Bank, for the first time, shall be required to contribute one (1) day to the Bank.
- 11.16.15 Eligibility shall become effective immediately upon the exhaustion of accrued sick leave.
- 11.16.16 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide these leave benefits. If the District denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
- 11.16.17 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the current members of the Bank proportionately.
- 11.16.18 The eligibility decision and the numbers of days authorized by the Joint Committee are not subject to the grievance procedure.

## ARTICLE 12: SAFETY CONDITIONS OF EMPLOYMENT

- 12.1 A unit member shall not knowingly be required to work under unsafe conditions. A unit member shall notify his/her immediate supervisor of any known or suspected unsafe working conditions, facilities, and equipment on the "Unsafe Conditions Report" (Form #3520-4-BU). If the immediate supervisor is not immediately available or does not respond promptly, the Superintendent shall be notified. He shall render a response to the unit member.
- 12.1.1 In case of emergencies such as fire, flood, or other acts of nature, the unit member shall exercise prudent judgment, assuring the security of all students under his/her charge, as far as he/she is able with all emergency exits clearly marked and ADA accessible.
- 12.1.2 The District will establish appropriate procedures for emergency evacuations, intruders on campus and other dangerous situations and distribute them to all bargaining unit members at the site.
- 12.2 A viable means of communication shall be established at each site for emergencies. When bargaining unit members are assigned to be on campus at times other than during normal business hours, the site administrator will determine whether additional safety precautions are necessary.
- 12.3 In situations that fall within the scope of District employment, unit members may use reasonable force and means to protect themselves from attack, protect other persons or property from attack, quell a disturbance threatening physical injury to others, or obtain possession of weapons upon the person or within the control of another.
- 12.4 Unit members shall immediately report cases of assault or verbal abuse suffered by them in connection with their employment to their immediate supervisor.
- 12.4.1 A unit member shall be entitled, upon written request, to reasonable and non-confidential information in the possession of the District relating to the incident or persons involved in the assault or verbal abuse; the District may act in appropriate ways as liaison between the unit member, the police and the courts in such situations.
- 12.4.2 A teacher may lawfully suspend any pupil from the teacher's class for any of the acts enumerated in Education Code Section 48900 and/or District policy for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the principal's designee for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor or a school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended during the period of the suspension, without the concurrence of the teacher of the class and the principal.
- 12.4.3 A pupil suspended from class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day, this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

- 12.4.4 A teacher may also refer a pupil for any of the acts enumerated in Section 48900 and/or District policy to the principal or the principal's designee for consideration of a suspension from the school. Within five (5) school days of being notified by the teacher, the principal or designee shall notify the teacher of the status of the referral.
- 12.4.5 Teachers will be informed of a student who is subject to reporting according to Education Code § 49076 and the report is made available in a timely fashion to the District/School. Teachers may at any time request information about students provided that it is done in compliance with Education Code § 49076.
- 12.4.6 Teachers will have access to all disciplinary files for students in their classes.
- 12.5 As defined herein, the District shall reimburse a unit member up to \$500.00 for any out-of-pocket loss, damage or destruction of personal property of the unit member sustained in situations that fall within the scope of District employment. A unit member may petition the Board for reimbursement beyond the stated limits.
- 12.5.1 The District shall provide certificated personnel with a convenient place in which personal belongings can be secured at each site.
- 12.5.2 Special equipment not provided by the District and utilized outside the instructional norm, requires prior written approval of the District. Appropriate reports to law enforcement agencies shall be filed by the unit member in case of stolen property.
- 12.5.3 A unit member filing a claim pursuant to this section shall file said claim on the District-prepared claim form no later than two (2) working days following the damage or loss of property in question. The District retains the right to inspect all damaged property and to require full disclosure of witnesses, prior conditions, and full description and/or serial numbers of damaged or stolen property.
- 12.6 A District Handbook for Parents shall be distributed to unit members and parents at the beginning of each school year.
- 12.7 The District shall issue a statement on cleanliness acknowledging its concern, and begin an immediate program to resolve the problem.
- 12.8 The District agrees to institute a system of visitor registration which requires identification for on-campus visitors and an office check-in procedure. Refusal to do so upon request may result in the police being called. Signs indicating the legal requirement to check in with the office will be prominently displayed.

ARTICLE 13: NON-DISCRIMINATION

- 13.1 The District agrees not to discriminate unlawfully concerning the application of the enumerated subjects of representation as found in this Agreement and in Section 3549 et seq. of the Government Code.

## ARTICLE 14: DUTY HOURS

- 14.1        **Work Hours:**
- 14.1.1        A unit member's work day shall be as required to perform professional duties.
- 14.1.2        Unless assigned elsewhere by the principal or designee, all full time teachers shall be on campus, available for duty to assist in any situation where the health and safety of students would be adversely impacted, from twenty (20) minutes before school begins and until fifteen (15) minutes after school ends. Upon notifying the school office a teacher may leave campus during his/her duty-free lunch unless there is a school emergency. Upon notifying the school office a teacher may leave campus during his/her preparation period except if needed to substitute pursuant to section 14.5.3 or during a school emergency.
- 14.1.3        The parties agree that changes that substantially impact on unit member hours will be subject to meeting and negotiating. In the event an individual school wishes to implement a program that requires substantial changes in duty hours, a waiver will be submitted and approved by WTA prior to implementation. In the event the District wishes to make these changes district-wide, they will be subject to meeting and negotiating.
- 14.2        Notice of faculty meetings shall precede the meeting by forty-eight (48) hours. An agenda shall be provided prior to the meeting. In addition to collaboration days, sites will hold not more than 2 staff meeting per month, each not exceeding one-hour in duration.
- 14.3        A duty-free lunch period shall be provided each unit member. It shall be at least thirty, (30) consecutive minutes, exclusive of passing periods.
- 14.4        Unit member participation in adjunct duties will be equally assigned. Adjunct Duties will only be assigned during contracted days. Unit members on a voluntary basis only, may participate in activities held during non-contract days.
- 14.5        Substitutes will be obtained for bargaining unit members. In emergencies, every effort will be made to arrange to provide substitutes who are willing to substitute by using the following:
- 14.5.1        Substitutes from the District sub list.
- 14.5.2        Teachers during their preparation period who will receive compensation for lost preparation period.
- 14.5.3        Classified staff on the site with a bachelor's degree, who have passed the CBEST and have obtained an appropriate credential.
- 14.5.4        Student teachers in their assigned classroom with the mutual consent of the master teacher, principal and university coordinator.
- 14.5.5        The principal or counselor.
- 14.5.6        Teacher specialists.
- 14.5.7        Combine classes whenever possible and utilize other available classified staff to reduce the adult-student ratio for supervision.

- 14.5.8 Recall a teacher from a local workshop or staff development activity.
- 14.5.9 Certificated staff from the District Office.
- 14.6 Release Time K-8, K-5, K-2, 3-8: It is the intention of the District and WTA to focus on the teacher's role as a professional whose time and energy should be focused upon the learning process, not the supervision of children occupied in non-instructional activities, e.g., rainy day supervision, late buses, etc. Elementary school teachers shall not be assigned to supervise students engaged in non-instructional activities before or during morning recess (approximate hours 7:30 a.m. until the end of lunch recess). Teachers shall remain available to assist in any situation where the health and safety of students would be adversely impacted.
- 14.6.1 The District will employ appropriate classified employees to perform these supervision duties thereby providing the opportunity for more teacher preparation.
- 14.7 K-8 / K-5 / K-2 / 3-8 Annual Schedule:
- 14.7.1 Annual Schedule: Bell schedules and calendar shall include enough instructional minutes to exceed state requirements by between 1% and 2%. Start time will be when the first instructional bell rings.
- 14.7.2 Instructional minutes in departmentalized K-8 programs will be calculated per state regulations and may exceed the 2% maximum. Every effort will be made to maintain the same starting and ending times in all grades 4-8 at a site.
- 14.7.3 Extended Kindergarten schedules are not subject to percent limits.
- 14.8 Grades 6-12 Annual Schedule:
- 14.8.1 Annual Schedule: Bell schedules and calendars shall include enough annual instructional minutes to exceed state requirements by between 1.5% and 2%.
- 14.8.2 In a departmentalized program full-time teachers in grades 6-12 shall be assigned one (1) preparation period equal in length and frequency to a teaching period. Teachers shall be assigned no more than five (5) regular teaching periods. Period length variations up to five (5) minutes shall be allowed and considered to be periods of equal length. Teachers may teach during their preparation period pursuant to section 14.8.6.
- 14.8.3 Minor and infrequent changes to the schedule may be made by the principal. These changes may include slight changes to the length of passing period and adapting class periods for school needs. Some examples of adjusted schedules include rallies, extracurricular activities, special homerooms and mandated testing, etc. The normal preparation period may be adjusted by the principal on these days.
- 14.8.4 ROP and other extended day programs are not subject to the above conditions.
- 14.8.5 Full time teachers assigned to a 4 x 4 schedule shall teach three (3) periods per day and shall have one (1) preparation period per day. Each period shall be no more than ninety (90)-minutes in length. Passing time between periods shall be no less than five (5) minutes. However, no additional duty shall be required of unit members because of any increase in passing time.

- 14.8.5.1 Unit members relinquishing their daily preparation period shall be paid one-third (1/3) the daily retired substitute rate. A unit member who relinquishes three (3) preparation periods may opt to receive one (1) day of compensatory time in lieu of pay.
- 14.8.5.2 Opportunities for unit members relinquishing their preparation period shall be shared equitably. Preparation Period Buy-Outs shall adhere to the provisions of 14.8.6 of the collective bargaining agreement.
  - 14.8.5.2.1 Association-approved-unit member preparation "buy-out", who are willing to accept the assignment shall be compensated at an hourly rate computed by dividing the per diem rate of Group VI, Step 13 of the current unit members' salary schedule by 4 teaching periods.
- 14.8.5.3 Unit members shall be notified prior to Winter Break of the classes they will be teaching for the next term.
- 14.8.5.4 It is the intent that Unit members teaching on a four-period (4) schedule shall not be required to teach classes that require the planning for more than two (2) preparatories. Exceptions will be by mutual consent. If a teacher is assigned three (3) preparations they will be excused from adjunct duties.
- 14.8.5.5 Class size shall adhere to all of the provisions of Article 16 Class Sizes of the Collective Bargaining Agreement.
- 14.8.5.6 Teaching periods for Teachers on Special Assignment, e.g., Activities Director, Athletic Director, Department Chairs, Reading/Math Coaches ROP, Academy, etc. shall be proportionate to the number teaching period to which they are currently assigned.
- 14.8.6 Preparation Period Buy Out: The District shall have the right to assign teachers who indicate a willingness in writing to teach one class in addition to their normal assignment during their preparation period. Any teacher so assigned must hold or be eligible to obtain the appropriate certification and have permanent status. These assignments shall be for one semester and may be renewed for the final semester during the school year.
  - 14.8.6.1 The number of teachers the District shall have the right to assign to teach an additional class shall be limited to no more than two (2) per discipline as defined in Article 16.3 unless a waiver is agreed upon by the Association and the Superintendent or his/her designee.
  - 14.8.6.2 In the event there are more teachers who indicate in writing a willingness to teach an additional class than there are additional classes available, the District shall utilize the criteria listed in Article 5.3.3 of this collective bargaining agreement to determine which teacher or teachers it shall assign.

- 14.8.6.3 Teachers assigned to teach a class during their preparation period shall be compensated at the hourly rate computed by dividing the per diem rate of Group VI, Step 13 of the current teachers' salary schedule by six (6) for the number of contract days in one semester up to one full school year depending upon the length of the assignment.
- 14.9 Elementary and 4<sup>th</sup>-5<sup>th</sup> Grades Preparation Time: Prep-time provided by preparation-time-release teachers for 4-5 grade classrooms will be 120 minutes a week. In the event that preparation time is missed, unit members may elect either compensatory time or paid time. Five missed preparation periods will constitute one day. Unit members will be compensated at the hourly rate of the District retirees' single-day substitute pay rate (single daily rate for retiree sub 1-20 days divided by 5 hours).
- 14.9.1 The District may increase the preparation time above 120 minutes for teachers in grades 4 and 5 in K-8 schools without establishing past practice. The increase may be limited to single grade levels at individual schools rather than being applied district-wide if program needs at a particular school increase teachers' preparation needs. The District may also reduce the preparation time back to 120 minutes without negotiating the change.
- 14.10 Kindergarten Preparation Time: Kindergarten teachers, during the part of the day where they are not required to be teaching class, will have forty (40) minutes a week scheduled for their preparation time. Individual schedules shall be worked out mutually with the teacher and the site administrator.
- 14.11 Collaboration Time
- 14.11.1 Collaboration time shall be defined as time when teachers regularly meet in order to improve student learning. This time includes those grade level and department meetings related to improving student learning, but do not include meetings relating to general school operations.
- 14.11.2 There will be fourteen (14), ninety-minute (90) meetings calendared throughout the school year. The site administrator will be responsible for developing an agenda for each session.
- 14.11.3 The collaboration session may be held before school, after school, or a school staff may choose to lengthen their current work day in order to bank minutes to conduct the collaboration sessions during 90-minute late start or early out days.
- 14.11.3.1 The decision to either bank minutes or hold the meetings before or after school will be determined by a simple majority of the entire certificated staff at the site. Because of bus schedules, all schools that choose to bank minutes will have to meet together on an annual basis to create a workable calendar for collaboration sessions by the March 1<sup>st</sup> of the preceding year.
- 14.12 Miscellaneous
- 14.12.1 The District will advise the principals of the practice that schedules five minimum days at the end of the year. These days are designed for teacher work. Group meetings on this time will be voluntary.

14.12.2           Certificated teaching personnel will not have a change in working conditions with regards to supervision during the summer school day, i.e., no morning duty, no lunch duty, etc.

14.13           This article shall not apply to Children's Center and Preschool unit members with the exception of Special Education Preschool unit members.

## ARTICLE 14A: SHARED CONTRACTS

- 14A.1 The primary criteria for approving shared contracts shall be successfully meeting the educational needs of students.
- 14A.2 Applications for a shared contract shall be made to the Human Resources Department by March 15 of the year preceding the year in which the partial assignment is desired. A Percent/Part-Time Contract Application form shall be completed.
- 14A.3 Teachers desiring a shared contract shall apply for a partial leave of absence for the portion of the contract they wish to vacate.
- 14A.4 Request for partial contracts shall be approved by the Human Resources Department and the Board. The approval will be conditioned upon having an opening (based upon district-wide staffing needs), finding an existing employee or a new employee who meets the hiring criteria for the District and is selected according to that criterion. The proposed division of the contract must be approved by the site principal who shall then make his or her recommendation to the Human Resources Department
- 14A.5 Upon approval of the Human Resources Department, a signed shared contract agreement shall be submitted to the Board of Education for final approval.

### Renewal of Shared Contract

- 14A.6 All partial leaves of absence shall be considered as one year positions with no automatic rights to an extension. The Human Resources Department shall have full discretion to decline to extend the leave.
- 14A.7 By March 1 of the year in which the shared contract occurs, unit member(s) shall inform the principal and the Human Resources Department in writing if they wish to apply for an extension of the agreement.
- 14A.8 Such extensions shall be considered on a case by case basis and are not automatically renewed.

### Provisions of a Shared Contract

- 14A.9 Employees in a shared contract arrangement shall have on file in the Human Resources Department, a signed shared contract agreement which clearly delineates the duties and responsibilities of each party. The contract shall not be valid until the Human Resources Department have approved the terms of the agreement and the Board of Education has granted final approval.
- 14A.10 The payment of benefits to employees on a part-time leave of absence shall be in accordance with the current collective bargaining agreement.
- 14A.11 All shared contracts are restricted to no more than one benefit package per FTE. However, partners may allocate those benefits among themselves to the degree that is allowed by the insurance carriers and buy the remaining portion should they desire.
- 14A.12 When one partner to a shared contract is unable by reason of disability or other circumstances from continuing under the shared contract agreement, the other partner is responsible for returning to full-time. Should such return be blocked by personal circumstances permanently, the partner shall be responsible for temporarily becoming full-time while other arrangements are made.
- 14A.13 Shared contracts shall be limited to two percent (2%) of the total number of FTE in the District.

14A.14 Both partners are responsible for all mandatory teacher workdays and all staff meetings.

## ARTICLE 15: WORK YEAR

15.1 The total number of working days shall be one hundred eighty two (182) for teachers. There shall be two inservice days prior to the start of the school year. The first day shall be used for meetings or trainings planned by the principal. The second day, teachers shall have unscheduled time to work in their classrooms.

### 15.2 Work Year for Non-Classroom Unit Members

15.2.1 If non-classroom unit members, including, but not limited to, psychologists, counselors, nurses, librarians, language development specialists, reading specialists, program specialists, and speech therapists are needed for services beyond their regular contract year and choose to provide such services, they shall be paid at their own per diem rate.

15.2.2 Non-classroom unit members' calendars must include the 182 days that classroom unit members work. Contracted days beyond the 182 days will be calendared, agreed upon, and approved by the specialist's immediate supervisor prior to May 15<sup>th</sup> of the preceding school year.

### 15.3 High School Calendar

The high school calendar shall include one hundred eighty (180) instructional days, with:

Sixteen (16) minimum days  
Fourteen (14) collaboration days and  
One hundred fifty (150) regular school days.

Undesignated minimum days and collaboration days will be calendared by March 1 of the preceding year through a majority vote of the entire certificated staff. Constraints, such as the need to start all schools on the same date or the need to consider transportation schedules, will be provided by the District as guidelines for the calendar development process. All calendars must be approved by the Board of Education.

15.3.1 Minimum days are defined as two hundred forty (240) minutes at the comprehensive high school.

15.3.1.1 The minimum days will include:  
One (1) Day before Winter Break  
Two (2) Days for Back-To-School Night/Open House  
Two (2) Days First Term Mid-Terms  
Two (2) Days First Term Finals  
One (1) Day Beginning of New Term/Semester  
Two (2) Days Second Term Midterm  
Three (3) Days STAR Testing  
Three (3) Days End of the School Year (inclusive of  
Second Term Finals)

### 15.4 Middle School Calendar

At a middle school serving grades 6-8, the middle school calendar shall include one hundred eighty (180) instructional days, with:

Sixteen (16) minimum days  
Fourteen (14) collaboration days and  
One hundred fifty (150) regular school days.

Undesignated minimum days and collaboration days will be calendared by March 1 of the preceding year through a majority vote of the middle school faculty. Constraints, such as the need to start all schools on the same date or the need to consider transportation schedules, will be provided by the District as guidelines for the calendar development process. All calendars must be approved by the Board of Education.

15.4.1 Minimum days are defined as two hundred forty (240) minutes.

15.4.1.1 The minimum days will be designated as:  
Six (6) days at the end of Qtr and Progress report grading periods  
One (1) day before Winter Break  
One (1) day for Back-To-School Night  
One (1) day for Open House  
Three (3) days for the End of the School Year  
The remaining days will be designated in the school calendaring process by March 1<sup>st</sup>.

15.5 Elementary School Calendar (K-6 or K-8)

The elementary school calendar shall include one hundred eighty (180) instructional days, with:

Sixteen (16) minimum days  
Fourteen (14) collaboration days and  
One hundred fifty (150) regular school days.

The sixteen (16) minimum days and collaboration days will be calendared by March 1 of the preceding year by a District committee of elementary school teachers and administrators who will develop a common calendar for all elementary schools. Constraints, such as the need to start all schools on the same date or the need to consider transportation schedules, will be provided by the District as guidelines for the calendar development process. All calendars must be approved by the Board of Education.

15.5.1 Minimum days are defined as two hundred thirty (230) minutes at the elementary school excluding Kindergarten.

15.5.1.1 The minimum days will be designated as:  
Ten (10) Days for parent conferencing  
One (1) Day before Winter Break  
One (1) Day for Back-To-School Night  
One (1) Day for Open House  
Three (3) Days for the End of the Year

15.6 A Calendar Committee of WTA, CSEA, and District will meet prior to February 1<sup>st</sup> to work on calendars (Traditional, Preschool and Children's Center) for the two subsequent years. Recommendations of this committee will go to respective negotiation teams prior to approval by the School Board.

15.7 The Traditional calendar shall be as attached in Appendix B-1.

15.7.1 The Special Education (SDC) Preschool Teachers will follow the WUSD instructional calendar of the sites on which they are located and work the 182 days for that site.

15.7.2 The State Preschool Teachers will work one hundred seventy-seven (177) days within the instructional calendar for the site on which they are located. The calendar shall be developed by the preschool teachers and ECE/preschool administrators. This calendar shall be developed by March 1 of the preceding year. The calendar must be approved by the Board of Education.

15.7.3 The Children's Center Teachers will work an instructional calendar of two hundred thirty (230) days. The calendar shall be developed by the Children's Center teachers and ECE/preschool administrators. This calendar shall be developed by March 1 of the preceding year. The calendar must be approved by the Board of Education.

ARTICLE 16: CLASS SIZE

- 16.1 It is intended that classes within a given grade or department shall approximate the average class size.
- 16.1.1 Class size average is obtained by dividing the total number of regular classroom teachers into the total number of regular students.
  - 16.1.2 Language removed and placed in the YRE appendix at the end of Article 25.
  - 16.1.3 On or before 5 days prior to the start of school, the District and WTA representatives shall meet to discuss class size loading and class averages.
  - 16.1.4 When the District participates in class-size reduction programs, those classes will not be included in calculating class-size averages.
  - 16.1.5 On or before the 5th day of school, the parties shall meet again to update the class size loading and information regarding class averages.
  - 16.1.6 On or before the 15th day of school, the parties shall meet to discuss and apply the current class size averages with regard to the contract language in article 16.3.
  - 16.1.7 On or before the 5th day of the second semester/term, the parties shall meet to update the class size loading and information regarding class size averages for the second semester/term.
  - 16.1.8 On or before the 10th day of the second semester/term, the parties shall meet to discuss and apply the current class size loading and information with regard to the contract language in Article 16.3.
- 16.2 Deviations will be submitted to the Superintendent for approval. Should the Superintendent approve classes which do not comply with the below, it shall be his responsibility to notify both the Association and the affected parents.
- 16.3 The class sizes are:
- |                                | <u>Average</u> |
|--------------------------------|----------------|
| Kindergarten                   | 20             |
| First, Second and Third Grades | 20             |
| Fourth Grade                   | 31             |
| Fifth and Sixth Grades         | 33             |
- 
- | <u>Secondary Schools:</u>       | <u>Average</u> |
|---------------------------------|----------------|
| Fine Arts                       | 28             |
| Vocational Education            |                |
| - Business Education            | 30             |
| - Homemaking                    | 24             |
| - Industrial Arts               | 24             |
| English Language Arts           | 30             |
| Mathematics                     | 30             |
| World/Foreign Language          | 30             |
| Physical Education              | 40             |
| Science                         | 30             |
| Social Science                  | 30             |
| Counselors, per counseling hour | 75             |
| Exploratory                     | ---            |
| Special Education               | ---            |

- 16.3.1 When the district does not participate in class-size reduction programs, the District and the Association shall meet through collective bargaining to determine the class sizes for those affected classes.
- 16.3.2 Students shall not be regularly placed in a classroom in larger numbers than the capacity of the teaching facilities or basic work stations available where a student normally spends the majority of the class time performing the operational functions necessary to safely and effectively meet the performance objectives and goals of the course.
- 16.4 The District shall maintain full-time Resource Specialists' caseloads at or below twenty-eight (28) students' IEP's. Part-time Resource Specialists' caseloads maximums will be proportionate to their FTE status. This does not preclude the Resource Specialist seeing additional students if on an extended-year contract.
- 16.5 Children's Center and Preschool Programs shall be exempted from the provisions of this Article.

## ARTICLE 17: COMPENSATION

### 17.1 Placement on Salary Schedule

- 17.1.1 For purposes of placement on the salary schedule, unit members will be allowed a maximum of seven (7) years of teaching experience at the rate of one (1) year of experience and be placed on Step 8.
- 17.1.2 Those retirees who have been re-employed pursuant to the authorization for class size reduction will be placed closest to the salary which they left without regard to years or units or subsequent increase to the salary schedule.
- 17.1.3 Unit members who anticipate a change of placement on the salary schedule must file a statement of intent before April 15 on forms available in the Human Resources Department.
- 17.1.4 Part time or verified substitute teaching will be counted toward the experience factor for placement on the salary schedule. The aggregate of such experience shall be not less than seventy-five percent (75%) of the teaching days and such experience shall be considered to be the equivalent of one (1) year of teaching experience for salary schedule purposes.

### 17.2 Change of Salary During School Year

- 17.2.1 The District may increase the annual salaries of unit members at any time by mutual agreement of the District and the Association.
- 17.2.2 Retro-active salary increases must be equitable based upon assignment to year-round and traditional calendars among unit members.
- 17.2.3 Should a transfer/assignment or the ceasing of year-round school result in a unit member changing to a later payroll cycle, the unit member may remain on his/her current payroll cycle if such an adjustment is necessary to insure there is no interruption in monthly payroll warrants. Unit members who request this option may be required to complete a written request on a form prepared by the District which will also include an agreement by the unit member to repay the District for any overpayment in the event that the unit member does not complete the required paid days of service in the school year.

### 17.3 Transcripts

- 17.3.1 Unit members employed for the first time in the District must file transcripts of all college credits no later than thirty (30) calendar days after they have accepted a written offer of employment, unless otherwise approved by the Human Resources Department, or in cases where it can be shown that the university or college is late in delivering the transcript.
- 17.3.2 Only official transcripts or records indicating units earned, properly signed and dated, from any university or teachers' college which is a member of the American Association of Universities and Colleges, or transcripts evaluated and accepted by the State Department of Education of California will be accepted.

17.3.2.1 The committee will be responsible for evaluation of lower division units for use on the salary schedule. The committee shall consist of three teachers (one elementary, one intermediate, one secondary) and two administrators. The decisions shall be made by majority vote. Written criteria, an application form, and an application process will be submitted to the Association and the District for final approval prior to implementation. An appeals process will also be established by the committee whose decisions will be final.

17.3.3 Transcripts or other official evidence of fall, winter, and spring college work which will qualify a unit member for advancement on the salary schedule shall be on file in the Human Resources Department within thirty (30) calendar days after completion of the course, unless otherwise approved by the Human Resources Department, or in cases where it can be shown that the university or college is late in delivering the transcript.

17.3.4 Transcripts or other official evidence of summer session work shall be on file October 1st, unless otherwise approved by the Human Resources Department, or in cases where it can be shown that the university or college is late in delivering the transcript.

17.3.4.1 If transcript requirements are not met, the unit member involved shall not be placed in the group in which the unit member had anticipated, and the contract shall be rewritten.

17.3.5 If a bargaining unit member attends a pre-approved class training or conference that is in any way compensated by the District, the bargaining unit member may receive salary schedule credit for units earned from a regionally accredited college or university provided that the units are for work beyond any attendance, compensation or registration.

#### 17.4 Method of Computation

17.4.1 For purposes of computing unit member earnings, a unit member who serves less than a full year shall receive as salary an amount that bears the same ratio to the established annual salary for the position as the number of working days the person serves bears to the total number of working days. A unit member who serves a complete semester shall receive not less than one-half the established annual salary for the position.

17.4.2 The method of computing the daily wage of a person in a position requiring certification qualifications is as follows:

Annual salary divided by Days Required to be in Attendance at School = Daily Rate.

17.4.3 Annual salary is divided by twelve (12), with salary payments during non-service periods.

17.4.4 Salary payments are made each month for twelve (12) months beginning the last workday of the first month of service and ending the last day of the last month of service.

17.4.5 Current salary payments are made in 12 equal installments.

- 17.4.6 Income tax and other voluntary deductions, except dependent fringe benefit coverage (credit union, deferred compensation, etc.), are withheld from all salary payments including the ones received during non-service periods.
- 17.4.7 Deductions for dependent fringe benefit coverage are done in twelve (12) months. Deductions for retirement are withheld during months of service (no STRS is withheld during periods of non-service).
- 17.4.8 No interest is paid to employees for salary withheld.
- 17.4.9 Should an employee terminate at the end of the work year, the salary withheld, if not already paid, is payable when final salary payment is made.

17.5 Certificated Non-Teaching Personnel--Factor Schedule

17.5.1 The following are duty days and factors for non-teaching members:

	Factor (Teacher Salary x Factor)	Duty Days
Psychologist A	1.21	197
Psychologist B	1.16	194
Program Specialist Alt Ed	1.22	210
Program Specialist (To include Prior Nurse A and Vocational Education Spec.)	1.16	197
Counselor	1.15	197
Librarian	1.10	197
Nurse B	1.06	189

- 17.5.2 Unit members from within the District will be given credit for teaching experience, up to five (5) years of any non-teaching experience they may have.
- 17.5.3 Personnel for outside the District will be given the same credit for teaching experience as is given unit members and shall be given year-for-year credit for certificated non-teaching experience up to five (5) years.

17.6 Compensation for Activities Outside the Professional Day/Year

- 17.6.1 The District shall offer assignments to unit members which involve activities sponsored by the schools and which take place outside the professional day/year requiring the supervision of participating students.
- 17.6.2 The number of activities which full-time members may accept shall be limited to an amount that will not adversely affect the performance of regular duties.
- 17.6.3 The acceptance of an assignment to perform duties outside the professional day/year shall not relieve the affected unit member of other supervisory duties related to the regular assignment.
- 17.6.4 The District will make a reasonable effort to distribute assignments to activities outside the professional day/year equally.

- 17.6.5 Hourly Pay Rates:
  - 17.6.5.1 Hourly Instruction: The hourly rate for intervention, intersession and home schooling will be based on the per diem rate for Column 3, Step 10 of the salary schedule divided by seven (7).
  - 17.6.5.2 Summer School: Moved To Article 28
- 17.6.6 Salary schedule for compensation for assignment outside the professional day/year other than those named in Article 17.6.5 may be found in Appendix A.
  - 17.6.6.1 Programs based on the previous summer school rate will increase by seven percent (7%) beginning July 1, 2000.
- 17.6.7 Moved to YRE archive.

17.7 Criteria to Determine Activities Outside Professional Day/Year

- 17.7.1 The following criteria shall be used to determine whether or not conducting a given activity constitutes duties outside the professional day/year:
  - 17.7.1.1 Time Required: Working at a particular activity in preparation to do a successful job with the students involved.
  - 17.7.1.2 Time of Day, Week and Year: Do the required duties take place in the evening, on a Saturday or Sunday, or during a school vacation period? Do the duties overlap regular duties?
  - 17.7.1.3 Responsibilities and Qualifications: Number of participants; safety of participants; safety of equipment used; number of subordinate workers; experience of the person conducting the activity; training required to conduct the activity.
  - 17.7.1.4 Public Relations, Values and Pressures: Number of spectators; public sensitivity and pressure; influence on public.
  - 17.7.1.5 Of What Value is Activity to Participants? What is the immediate value of the activity to the participants? What will be the lasting value of the experience the participants have entered into while participating in the activity? How does this activity add to the total growth of the participant?
- 17.7.2 The need for assignment to activities outside the professional day/year shall be determined by the District. The District shall offer assignments to unit members which involve activities sponsored by the schools and which take place outside the professional day/year requiring the supervision of participating students.

17.8

Teacher-In-Charge

- 17.8.1 At the beginning of each school year, the principal at each elementary school shall designate a teacher-in-charge who is a permanent employee. The teacher-in-charge shall be provided a service agreement for the year of service. The duties and compensation as defined in this contract shall be reviewed. A teacher may refuse to serve.
- 17.8.2 Upon notification by the principal, a teacher-in-charge shall assume responsibility for the school and its pupils in the absence of the school principal. The teacher-in-charge shall be available on campus while children are present.
- 17.8.3 The designated teacher-in-charge is only responsible for emergency situations unless released from regular teaching duties.
- 17.8.4 The teacher-in-charge, with the principal, shall maintain a record of hours in charge.
- 17.8.5 For the purpose of maintaining a time record, seven (7) hours shall constitute a day only for the accumulation of partial days.
- 17.8.6 When advance notice is possible, it shall be given the teacher-in-charge. When a principal is to be absent an entire day, the principal is to make advance arrangements with the Superintendent to secure a substitute for the teacher-in-charge to release him/her from regular classroom duties for that day. The teacher-in-charge, with the principal, shall maintain a record of the day for compensation purposes.
- 17.8.7 Beginning January 23, 2000, the teacher-in-charge will be compensated at the following stipend for a full year of service:
  - 1-10 days \$ 700.00
  - 11-14 days \$1050.00
  - 15 + days \$1400.00This rate is based on the differential of teacher per diem rate of Column IV, Step 10 and Step 3 from the elementary administrative schedule of 1998-1999 school year.
- 17.8.8 If an administrator is out more than three consecutive days, the District shall make every effort to provide an interim principal.

17.9

Director, Counseling:

- 17.9.1 Brief Description of the Position
  - 17.9.1.1 Plans, supervises and coordinates the counseling and guidance program in a secondary school.
- 17.9.2 Major Duties and Responsibilities
  - 17.9.2.1 Provides leadership in the continuous evaluation, interpretation, and implementation of the counseling and guidance program.
  - 17.9.2.2 Schedules regular meetings for counselors and prepares agenda.
  - 17.9.2.3 Calls special meetings for counselors at appropriate times.

- 17.9.2.4 Coordinates the work of counselors and social workers assigned to the counseling program of the secondary school.
  - 17.9.2.5 Supervises the work of paraprofessionals, clerical staff, and technicians, as assigned to the counseling program of the secondary school.
  - 17.9.2.6 Assumes the responsibility for a close working relationship between counselors and administration and counselors and teachers.
  - 17.9.2.7 Coordinates the allocation of job tasks and provides adequate time for completion of these tasks.
  - 17.9.2.8 Assists in the establishment and maintenance of good community-school public relations.
  - 17.9.2.9 Maintains running inventory of all the department equipment.
- 17.10      Student Study Team Chairperson
- 17.10.1      The SST Chair is responsible for the coordination and facilitation of student study team meetings. The task shall be compensated at the summer school rate for one (1) hour for each schedule meeting.
- 17.11      Coaches
- 17.11.1      Major Duties and Responsibilities
    - 17.11.1.1      Use sound and acceptable teaching practices
    - 17.11.1.2      Run well-organized practice sessions.
    - 17.11.1.3      Complete pre-season planning well in advance of starting date.
    - 17.11.1.4      Adhere to a highly efficient and technically sound program of injury prevention. When injuries do occur, follow a prescribed routine and maintain good communications with patient, trainer, doctor, parents and school staff.
    - 17.11.1.5      Construct a well-organized game plan.
    - 17.11.1.6      Develop a sound system for equipment accountability, including season inventory, repair, reconditioning and replacement. All purchasing should be accomplished through the allocated budget.
    - 17.11.1.7      Keep assistant coaches, student managers and statisticians well informed as to what is expected. Cooperate fully with maintenance staff, transportation people and others similarly involved in the overall program.
    - 17.11.1.8      Ensure all athletes are properly cleared before participation in their respective sports. Athletics should function as an integral part of the total curriculum.

- 17.11.1.9 The coach will be responsible for providing supervision before, during and after all team activities.
- 17.11.1.10 The coach should be fair and unprejudiced with players, considering their individual differences, needs, interests, temperament, aptitudes and environments.
- 17.11.1.11 Ongoing, positive communications with parents, media and staff.

17.12 Current Salary Schedule

- 17.12.1 The current Certificated Employees Salary Schedule is contained in Appendix A.
  - 17.12.1.1 There shall be a 6% salary schedule increase (excluding Extra Duty Salary Schedule) and to section 17.6.5.1 hourly rates paid for the 2006-2007 school year retroactive to July 1, 2006.
  - 17.12.1.2 Effective July 1, 2007, the District shall increase the 2006-2007 teacher salary schedule. The increase shall be by a percent equal to the percent increase in the District's funded Base Revenue Limit per Average Daily Attendance (BRL/ADA) for 2007-2008 as compared to 2006-2007. Such increase shall include all increases to the District's funded BRL/ADA including cost of living adjustments, deficit reduction, equalization aid, and /or any other permanent, on-going increase to the District's funded BRL/ADA (and shall be reduced by any deficit factor applied to such increase).
 

While the District recommends that the entire increase be applied to the salary schedule, WTA may determine that a portion of the increase may be applied to the health benefits cap. Although the District may not know of the 2007-2008 health benefits rates until October, 2007, WTA must notify the District, in writing, by June 1<sup>st</sup> that the option to put money on benefits has been exercised. If the option is not exercised, the full increase will be applied to the salary schedule effective July 1, 2007 or as soon as the District's 2007-2008 funding is verified. If the option is exercised, no increase will be applied to salaries until WTA provides notice of the amount to be placed on benefits. The District will implement the resulting salary increase and benefits increase for the next monthly paycheck possible after such notice.
- 17.12.2 The District agrees to pay those teachers currently receiving the substitute rate at the employee substitute rate for each period they substitute during their preparation period when the teacher chooses to cash in the time rather than take the time off.
- 17.12.3 The District and WTA agree to a stipend for the speech therapist position of \$2634 (prorated based upon fulltime). Additionally, there shall be a stipend of \$1856.60 for those speech therapists assigned fifty-five (55) or more students.

17.12.3.1 Upon employment, speech therapists will be provided salary credit for every year of speech therapy experience in the public schools up to a maximum of fifteen (15) years.

17.13 Except as otherwise indicated in Article 19, Children's Center and Preschool, the provisions of this Article shall not apply to Children's Center and Preschool unit members.

ARTICLE 18: UNIT MEMBER BENEFITS

- 18.1 Those unit members whose assignment consistently exceeds fifty percent (50%), but are less than full time, shall be eligible for District-paid fringe benefit coverage in the same proportion as their assignment is to full time.
- 18.2 Benefits Program:
- 18.2.1 The District provides a medical, dental, vision and term life insurance program (collectively "benefits program") for eligible unit members. Participation by the District and/or any unit members in a specific plan is subject to the rules of the plan insurer. The specific benefits offered in each plan are subject to change by the plan insurer.
- 18.2.2 Effective February 1, 2007, change current Kaiser HMO plan to cost containment plan (\$20 OV/\$50 ER; \$250 admission inpatient; RX \$10/20 and vision) and current Blue Shield HMO plan to cost containment plan (\$20 OV/\$100 ER; \$250 admission inpatient; RX \$10/\$20-\$20/\$40 and vision). Following ratification of this tentative agreement by WTA, an open enrollment period will be held which will end February 16 with the change in insurance retroactive to February 1<sup>st</sup>.
- 18.3 District Contribution:
- 18.3.1 Effective from May 1, 2009 through the term of this agreement, the District will contribute for full time unit members: for employee only, actual costs up to a maximum amount of \$461.32 per month (\$5,535.84 annually) for medical insurance premiums. For all other members, actual costs up to a maximum amount of \$822.20 (\$9,866.40 annually) per month for medical insurance premiums. For all unit members' dental cost, actual costs up to \$48.16 per month (\$577.92 annually). A unit member shall payroll deduct any insurance cost above the District contribution he/she is eligible for and may pay such cost through the District's IRC 125 plan subject to the rules of the plan. All insurance payments by the District and unit members shall be made monthly on a twelve-month basis. The cost of the life insurance policy is paid by the District and is not to be included in the calculations for the limit of the District contribution toward benefits.
- 18.4 The District agrees that an option will be provided for those eligible for benefits, who elect not to take any of the health benefits of the District, to receive a payment of one thousand thirty dollars (\$1,030.00).
- 18.4.1 For those working less than full-time that are eligible for benefits, this amount will be prorated (\$1,030 multiplied by the percentage of assignment.)
- 18.5 An employee may designate an appropriate amount for the repurchase of retirement service credit pursuant to Internal Revenue Code Section 414 (h)(2)
- 18.6 An employee eligible for an IRC 403 (b) account (TSA) and may designate an amount not to exceed the Internal Revenue Code limits for payroll deduction.
- 18.7 Unit members who have attained a placement of Step 11, in Groups IV, V and VI on the Certificated Employees' Salary Schedule may, have their fringe benefit premiums paid by the District at the same rate being paid for active unit members, should they elect to retire.

- 18.7.1 Retiring unit members shall be eligible for the coverage until reaching the first available Medicare age or age sixty-five (65).
- 18.7.2 Unit members who have attained Step 6 of Group D or Group E of the Children's Center or Preschool Teachers' salary schedule may have their fringe benefit premiums paid by the District at the same rate being paid for active unit members, should they elect to retire. Retiring unit members shall be eligible for the coverage until reaching the first available Medicare age or age of sixty-five (65).
- 18.8 During the terms of this Agreement, the District agrees not to change the present insurers without mutual agreement of the Association and to provide three (3) medical benefit providers.
- 18.9 During the terms of this Agreement, the District agrees not to change the present insurers without mutual agreement of the Association.
- 18.10 Unit members terminated before completing a full year of service may, at their expense, continue fringe benefits for another three (3) months.
- 18.11 The District and the Association agree to form a balanced, standing committee to review the health and welfare benefits and make recommendations to the bargaining teams from time to time when action should be taken.
- 18.11.1 The teacher members of this committee shall be appointed by the Association and shall be comprised of an equal number of members of each participating organization and the administration.
- 18.11.2 The findings and recommendations of this committee shall be subject to negotiations.
- 18.12 The District agrees to maintain an IRC 125 program provided that it can be done by a reliable company at no cost to the District.

ARTICLE 19: CHILDREN'S CENTER AND PRESCHOOL PROGRAMS

19.1 Except as otherwise indicated in this Agreement and as modified below, all Articles will apply to unit members classified as Children's Center or Preschool teachers.

19.2 Definition

19.2.1 Early Childhood Education Programs are those programs that focus on the education of children between the ages of three and five years.

19.3 Children's Center Program

19.3.1 Salary Schedule--The Children's Center salary schedule is contained in the Appendix as Early Childhood Education (ECE) salary schedule.

19.3.1.1 The schedule lists the annual amounts paid to unit members classified as Children's Center with the qualifications indicated for step and column.

19.3.1.2 Reference to semester hours in "Child Care and /or Adult Education" in the definitions of the various college classes relates to credit accepted to meet the requirements in these areas for certification. All provisions of the regular unit members' schedule, such as those relative to experience, credit, excess units, limitations on units earnable during a school year, prior approval of courses, and annual increments are applicable to the ECE salary schedule.

19.3.2 Evaluation

19.3.2.1 Children's Center teachers will be evaluated in writing no less than every other year by the Program Coordinator of Early Childhood Education.

19.3.3 Work Year

19.3.3.1 The ECE Salary Schedule lists the annual amounts paid to unit members in the Children's Center Program and is based upon a full-time assignment of six (6) hours a day, exclusive of a thirty (30)-minute duty-free lunch, for a total of two hundred forty-five (245) working days, with the qualifications indicated for each step and column. The 245 working days includes fifteen (15) of vacation (calculated at 1.25 days with pay for each month worked) for a net of two hundred thirty (230) days of actual work.

19.3.3.1.1 Unit members in the Children's Center program are required to work every day during the calendar year except Saturdays, Sundays and legal holidays. Local holidays granted by the Board of Education may not be holidays for Children's Center certificated personnel.

19.3.3.1.2 Children's Center teachers will attend all parent education meetings and staff meetings as required. Notice of faculty

meetings shall precede the meeting by forty-eight (48) hours. An agenda shall be provided prior to the meeting. In addition to collaboration days, sites will hold not more than two (2) staff meetings per month, each not exceeding one-hour in duration.

19.3.4 Sick Leave

19.3.4.1 Full-time unit members in the Children's Center Program earn twelve (12) days sick leave per year.

19.4 Preschool Teachers

19.4.1 Salary Schedule—The Preschool Salary Schedule is contained in the Appendix as Early Childhood Education (ECE) Salary Schedule.

19.4.1.1 The salary schedule lists the annual amounts paid to unit members classified as Preschool with the qualifications indicated for each step and column.

19.4.1.2 Reference to semester hours in "Child Care and /or Adult Education" in the definitions of the various classes relates to credit accepted to meet the requirements in these areas for certification. All provisions of the regular unit members' schedule, such as those relative to experience, credit, excess units, limitations on units earnable during a school year, prior approval of courses and annual increments are applicable to the ECE Schedule.

19.4.2 Evaluation

19.4.2.1 Preschool teachers will be evaluated in writing no less than every other year by the site principal and the Program Coordinator of Early Childhood Education.

19.4.3 Work Year

19.4.3.1 The salary schedule lists the annual amounts paid to unit members in the Preschool Program and is based upon a full-time assignment of eight (8) hours per day for a total of one hundred seventy-seven (177) school days (175 teaching days, one District Inservice day, and one Site Orientation day).

19.4.3.1.1 Preschool teachers, with a full-time assignment of eight (8) hours per day, teach two (2) three (3)-hour classes (one a.m. class and one p.m. class) of no more than twenty-four (24) students in each class, and have ninety (90) minutes of daily prep time and a thirty (30)-minute duty-free lunch.

19.4.3.1.2 Preschool teachers will attend all parent education meetings and staff meetings as required. Notice of faculty meetings shall precede the meeting by forty-eight (48)

hours. An agenda shall be provided prior to the meeting. In addition to collaboration days, sites will hold not more than two (2) staff meetings per month, each not exceeding one-hour in duration.

19.5 SDC Preschool Program

19.5.1 All provisions of the WTA Contract Agreement shall apply to full-time unit members in the SDC Preschool Program.

19.5.2 Salary Schedule—Unit members in the SDC Preschool Program are placed on the Certificated Teachers' salary schedule contained in Appendix A.

19.5.3 Evaluation

19.5.3.1 SDC Preschool teachers will be evaluated in writing no less than every other year by the site principal.

19.5.4 Work Year

19.5.4.1 The SDC Preschool Program is based upon a full-time teaching assignment equivalent to certificated bargaining unit members in the K-12 program.

19.5.4.2 SDC Preschool teachers will attend all parent education meetings and staff meetings as required. Notice of faculty meetings shall precede the meeting by forty-eight (48) hours. An agenda shall be provided prior to the meeting. In addition to collaboration days, sites will hold not more than two (2) staff meetings per month each not exceeding one-hour in duration.

ARTICLE 20: PHYSICAL EXAMINATION

- 20.1 When a physical examination is required as a condition of employment, the District will pay for all costs if done at District designated facility.

## ARTICLE 21: DISCIPLINE

- 21.1 Disciplinary action as contained in this article shall be imposed for just cause. The District shall use progressive disciplinary procedures unless conduct warrants otherwise.
- 21.1.1 Any disciplinary actions, verbal or otherwise, shall not be conducted in the presence of students or parents or others unless the bargaining unit member gives consent.
- 21.2 Suspension(s) may be imposed as provided for in this article and in accordance with California Education Code or the California Administrative Code. Suspension(s) will be reserved for repetitive or serious violations.
- 21.3 This article is not designed to limit the District's right to evaluate unit members in accordance with the provisions of this Agreement. This disciplinary article is not intended to replace or limit the District's rights under the California Education Code or the California Administrative Code to institute dismissal proceedings or to institute immediate suspension or mandatory leaves of absence when so called for under California law. Discipline under this article shall not be regarded as a pre-condition to proceedings under the California Education Code.
- 21.4 Prior to any disciplinary conference, the unit member will be provided the reason for the conference in advance and the possible action to be taken. Except where the conduct warrants otherwise, the District shall utilize a "progressive disciplinary" procedure, which includes the following:
- 21.4.1 Oral warning(s).
- 21.4.2 Conferences with written memorandum of summary.
- 21.4.3 Reprimand(s) in written form with the unit member having the right to respond in writing and have such response attached to the original reprimand.
- 21.5 Notice of Suspension
- 21.5.1 The Superintendent or designee shall give a written Notice of Proposed Suspension to the unit member within forty-five (45) calendar days of the act or occurrence giving rise to the disciplinary action.
- 21.5.1.1 The Notice of Proposed Suspension shall include the cause(s) on which the suspension is based, the length of the suspension not to exceed fifteen (15) days in a fiscal year, the beginning and ending dates of the suspension, and any other relevant information regarding the suspension.
- 21.5.1.2 The Notice of Proposed Suspension shall contain a statement that informs the unit member of his/her rights to request a hearing in accordance with the provisions outlined in this Article.
- 21.6 Request for Hearing
- 21.6.1 The unit member shall have ten work (10) days following the receipt of the Notice of Proposed Suspension to request a hearing. The request for hearing should be made in writing to the Association and the District.

21.6.2 Should the Association agree that a hearing is appropriate, the Association shall have ten work (10) days following receipt of their copy of the Request for Hearing to meet with the District Superintendent or his/her designee to select an arbitrator in accordance with the grievance procedures of this Agreement or to otherwise resolve the matter.

21.6.3 If a unit member fails to request a hearing with the timelines called for in this article, or the Association believes the hearing is unnecessary, the proposed suspension may be implemented by action of the Board of Education.

21.6.3.1 The suspension will not be implemented earlier than fifteen (15) work days from the receipt of the Notice of Proposed Suspension.

21.6.3.2 Unless otherwise agreed between the Association and the District, the terms of the suspension shall be in accordance with the terms of the original Notice of Proposed Suspension.

21.7 Hearing

21.7.1 If the unit member and Association have requested a hearing, an arbitrator shall be selected according to the procedure in Article 4.5. The imposition of the suspension shall be stayed until the hearing has been conducted and a decision rendered by the arbitrator.

21.8 Miscellaneous

21.8.1 The Association President shall be given a copy of the Notices of Proposed Suspension at the time these documents are served upon the unit member.

21.8.2 A unit member may be represented by the Association at all stages of this disciplinary procedure.

21.8.3 The parties to this Agreement agree that the disciplinary procedures outlined herein shall not be used in an arbitrary or capricious manner.

21.8.4 In imposing discipline, neither the District nor the arbitrator may consider charges or reprimands which have occurred more than four (4) years prior to the date of the charge(s) giving rise to the instant disciplinary action.

## ARTICLE 22: PUBLIC COMPLAINTS

- 22.1 Before material from public complaints is entered into a unit member's file, the unit member shall be afforded an opportunity for a hearing.
- 22.2 The unit member shall have a written explanation of the public complaint and all accompanying material within ten (10) days of receipt by the District.
- 22.3 If the complainant is available, and the unit member requests a joint meeting, one shall be arranged.
- 22.3.1 The unit member is entitled to representation at the meeting.
- 22.3.2 If the complainant is not available, he/she must have made a written complaint under penalty of perjury.
- 22.4 If discipline is not to result within ten (10) days from the hearing officer's report or within forty (40) days of the hearing, the personnel file shall contain no reference to the matter.
- 22.5 The disciplinary procedural language shall be followed if it is determined that discipline is necessary after a parental or public complaint is processed.

ARTICLE 23: ASSOCIATION RIGHTS

- 23.1 A bargaining unit member may be represented by the Association in the member's employment relationship with the District. Such representation may include, but not be limited to, such matters that affect his/her continued employment relationship with the District, at times when disciplinary action is contemplated, when the teacher is reviewing his/her personnel file, and at all steps of the grievance process.
- 23.2 The Association shall be given copies of staff directories for each school site annually. The District will notify the Association of mid-year transfers, retirements or resignations.
- 23.3 The District shall provide new teachers at the time of employment a current copy of this Agreement and a WTA membership packet.

## ARTICLE 24: MISCELLANEOUS PROVISIONS

- 24.1 Any individual contract, offer of employment, or notice of employment between the Board and an individual unit member heretofore executed shall be subject to, and consistent with, the terms and conditions of this Agreement.
- 24.2 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.
- 24.3 A unit member's resignation shall remain revocable until such time as the District takes action on said resignation.
- 24.4 This Agreement shall supersede any rules, regulations, and/or practices of the Board which are contrary to, or inconsistent with, its terms and conditions.
- 24.5 In the event a new Agreement is not entered into by the District and the Association prior to the expiration of this Agreement, this Agreement shall remain in full force and effect until such time as a new Agreement is entered.
- 24.6 The District shall implement the provisions of Education Code Sections 44277-44279 according to rules and regulations established by the Commission on Teacher Credentialing.
- 24.7 Substitute Service
- 24.7.1 Current unit members who are not scheduled for service may serve as substitutes in the District.
- 24.7.2 Unit members who substitute during their off track period shall be paid the usual substitute rate for employees who have retired from the District.
- 24.7.3 All unit members interested in substitute service shall submit in writing, a notification to the District Office listing the dates they are available for substitute service.
- 24.8 An intern teacher shall be at a salary of \$35,000 until such time as they become fully credentialed. Intern experience will not be counted for movement on the salary schedule.
- 24.9 The mileage rate for use of personal vehicle will adjust accordingly to the rate recommended by the Internal Revenue Service.

## ARTICLE 25: YRE

- 25.1 Air conditioning and heating shall be provided in all classrooms used in the YRE program.
- 25.1.1 Air conditioning and heating shall be provided in all Preschool classes on the YRE calendar.
- 25.2 If a unit member is required to change rooms between tracks, or if the room which the unit member has been using will be used while the unit member is off-track, the District shall provide locked storage for materials and equipment during the off-track period, and the District shall provide assistance in any needed relocation of materials.
- 25.3 If overcrowding requires that more than one (1) unit member be assigned to a classroom, roving shall be used unless the teachers who are assigned to share rooms decide otherwise.
- 25.3.1 Roving shall be defined as a system of room sharing whereby designated teachers and their students, "rovers" move to a new classroom each time the track changes, thus releasing the classroom to its original teacher and his/her students.
- 25.3.2 By July 1 of each school year, rovers shall be determined on a voluntary basis. If there are insufficient volunteers, then the person with the least District seniority shall rove with the exception of those with special facility or equipment needs, e.g., home economics, wood shop, etc.
- 25.3.2.1 Special consideration shall be given to avoid Kindergarten and combination classes from exchanging classrooms.
- 25.3.2.2 Unit members who have part-time classroom assignments may rove regardless of District seniority and shall be compensated according to the number of periods they rove.
- 25.3.3 Unit members serving as rovers shall receive a \$1,000 stipend. They shall be released from all bulletin board responsibilities. They shall not be assigned any club or program responsibilities. The person roving shall not involuntarily rove for more than two (2) years in a row. If, after two years, the rover is still the least senior member, then the next least senior member shall rove.
- 25.3.4 If unit members choose to use a system of rotation where four (4) teachers decide to share three (3) rooms, then the stipend of \$1,000 will be divided evenly between those who are rotating.
- 25.4 All teachers shall have equal access to supplies, materials, and books.
- 25.5 District Year-Round Education Committee
- 25.5.1 A District Year Round advisory committee will be established to address traditional issues and provide input regarding change from traditional to YRE.
- 25.5.2 A committee consisting of five (5) parents, five (5) teachers, three (3) classified staff members, three (3) administrators, and three (3) secondary students shall comprise the District Year Round Education Committee. The committee shall address transitional issues and provide input regarding changes from traditional to year-round education.

Year-Round Archived Language

Language from the 2003-2006 contract between Washington Unified School District and Washington Teachers' Association regarding year-round education has been placed at the end of Article 25 YRE as of February 23, 2006, until further need by mutual agreement between the two parties.

- 5.1.1 A track shall be defined as a specific period of instruction for both students and teachers.
- 5.1.2 Single track YRE shall be defined as an alternative calendar, which utilizes only one track with all teachers and students on site at the same time.
- 5.1.3 Off-track shall be defined as non-school/duty time for students and teachers.
- 5.1.4 A transfer shall be defined as a change within position classification from one school or administrative unit to another or from a traditional calendar to a YRE calendar or from a YRE calendar to a traditional calendar
- 5.1.6 A reassignment shall be defined as a change in position classification within a school or administrative unit including a change from one YRE track to another YRE track in that unit.
- 5.2.2 ...or those wishing to transfer out of YRE will be given priority to District openings if they qualify with there being no difference in priority between program elimination and YRE transfers.
- 5.2.4 YRE Vacancies
  - 5.2.4.1 When a vacancy occurs in a YRE school, unit members at that site shall have priority to that vacancy. The criteria contained in 5.3.3 shall be the criteria for such reassignment.
  - 5.2.4.2 When the vacancy for a YRE position is posted, a notice shall be distributed among the teachers at that site seeking volunteers for that vacancy.
  - 5.2.4.3 If no on-site unit member volunteers within 5 days of the notice, then Section 5.2.6 shall prevail.
- 5.2.5 Regular Procedure
  - 5.2.5.3 ... The obligation to post shall depend upon the calendar and track of the vacancy.
- 5.2.7 Notices of vacancies...
  - 5.2.7.1 During summer vacation and off track, notices of vacancies will be mailed to each member of the bargaining unit who has requested such notification.
- 5.3.6 Unit members who have voluntarily changed tracks during the school year and would be subject to loss of annual workdays shall be provided an opportunity to substitute teach sufficient days to fulfill the annual contractual obligation and thereby receive a full year of service for retirement purposes, if such days exist before the end of the fiscal year. If a change of tracks results in a longer school year than the annual contractual obligation, the

unit member shall be paid per diem for all days worked over the normal contract year.

- 5.4.6 Should it become necessary to transfer a teacher to a different track, the District will first ask for volunteers to change tracks. Unit members involuntarily transferred from one track to another shall be paid in full according to the original anticipated annual wage, even if less days are served due to the move. If there are available days to meet the work year contract, however, the unit member shall substitute for those additional days. If the involuntary transfer results in more days of service due to the need to serve on a new track, the teacher shall be paid his/her regular per diem rate for those additional days.
- 5.4.7 If a unit member has been involuntarily transferred from one track to another, the unit member may request a transfer to another school or track, and shall be given first consideration for the transfer request.

5.5 YRE Track Assignment

- 5.5.1 Site administrators will meet with the staff to discuss teacher preferences prior to the development of the master schedule.
- 5.5.2 Teachers on site shall meet by grade level/subject areas and attempt to reach agreement on initial track assignment; combination class teachers can choose which grade/subject area with which to meet if there will be opening(s) at both grade levels/subject areas.
  - 5.5.2.1 If unanimous agreement is reached, the unit members' track selections shall stand.
  - 5.5.2.2 If unanimous agreement cannot be reached by the unit members, or the track schedule requirements have not been met, the initial track assignments shall be made by the site administrator based upon the criteria set forth in 5.4.5 of the current contract agreement.

5.6 Miscellaneous

- 5.6.2 The District shall assign the K-8 children of the unit member who attend school in the District to any track the unit member chooses if the District provides such calendars for the grade level (s) and/or program needs of the children.
- 5.6.3 If both spouses are working at a YRE school site, they shall be given first consideration for placement on the same track, if desired

11.15. Exchange Days

- 11.15.1 On-track and off-track unit members assigned to the same building may voluntarily exchange days without loss of pay, benefits, or sick leave, subject to the restrictions below.
- 11.15.2 The school administrator must be notified of exchange days at least one (1) week prior to the exchange.

- 11.15.3 Exchange days may not occur during the following periods without advanced written approval of the school site administrator:
  - 11.15.3.1 Teacher-Parent Conference periods.
  - 11.15.3.2 The last two (2) days of any grading period.
  - 11.15.3.3 Staff Development days.
  - 11.15.3.4 The first week of each track, and the final week of school.
  - 11.15.3.5 The days of Open House and Back-to-School Night.
- 11.15.4 The unit member shall have the responsibility for arranging the exchange with other unit members.
- 11.15.5 Payback of the exchange is the responsibility of the unit members, and the District shall not be involved in either the monitoring or the enforcement of the payback.

ARTICLE 26: COMPLETION OF MEET AND NEGOTIATE

- 26.1 It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties during this round of meet and negotiation.
- 26.2 During the terms of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate, and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter, whether or not referred to or covered in this agreement; even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 26.3 Notwithstanding Section 24.2, the parties may, by mutual agreement, reopen this Agreement for the purpose of modifying any Article or portion thereof.
- 26.4 Notwithstanding Section 24.2, any Article that includes specific language for reopening is exempted from the effect of this Article.

ARTICLE 27: SEVERABILITY

- 27.1 If any specific provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such specific provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 28: SUMMER SCHOOL EMPLOYMENT

28.1            Length of Program

28.1.1            In order to meet educational needs of the District, the summer school program at grade levels K-8 will consist of a four (4) hour daily program running for four (4) weeks. The high school program will consist of a four (4) hour daily program running for six (6) weeks or a 6 hour daily program running for 4 weeks to be determined by March 1<sup>st</sup>.

28.2            Pay Rate

28.2.1            The hourly rate for summer school will be based on the daily rate at Column 3, Step 10 of the teacher salary schedule. The pay calculation as of summer, 2007 is \$39.55/hour.

28.3            Employment Contracts

28.3.1            The summer school contracts will be signed prior to the start of summer school. If there are teachers who are hired after the start of summer school, their contract will be signed prior to their first day of work. The hours of summer school will be clearly delineated on the employment contract.

28.3.2            Employment as a summer school teacher is contingent upon state funding and sufficient enrollment. Should it be necessary to cancel classes prior to the end of the summer school program, the salary will be prorated accordingly.

28.4            Teacher Work Conditions

28.4.1            Teachers employed to work in the summer school program will have the following working conditions:

28.4.1.1            Teachers will be paid at the hourly rate for 4.5 hours per work day (4 hours teaching and .5 hours for prep).

28.4.1.2            Should the District choose to operate a six (6) hour daily program at the high school, teachers will be paid at the hourly rate for seven (7) hours per work day six (6) hours teaching and one (1) hour prep.).

28.4.1.3            Teachers will be paid for one 4.5 hour work day of preparation prior to the start of the program and one half day (2.25 hours) at the end of the program.

28.4.1.3.1        Should the District choose to operate a six (6) hour daily program, teachers will be paid for one seven (7) hour work day of preparation prior to the start of the program and one half-day (3.5 hours) at the end of the program.

28.4.1.4            Pay checks will be issued based upon actual time sheets.

28.4.1.5            The class size will average twenty-five (25) students at the elementary level (K-8) and average thirty (30) students at the high school level. If classes fall significantly below those numbers, the class may be cancelled and/or combined with another class. The summer school

principal will determine the staffing of the remaining class and the appropriate reduction in staffing. The criteria used to determine the staffing will include but not be limited to:

- 28.4.1.5.1 Preference to current district employees
  - 28.4.1.5.2 Possession of a currently valid preliminary or clear credential.
  - 28.4.1.5.3 Possession of one or more language certifications (e.g., English Language Authorization, LDS, CLAD, SB1969, SB 395, BCC, BCLAD)
  - 28.4.1.5.4 NCLB certification in the subject to be taught.
  - 28.4.1.5.5 Shared contracts may be awarded when necessary at the principal's discretion.
  - 28.4.1.5.6 The conditions in Article 14.10.2 will be followed.
  - 28.4.1.5.7 Possession of one or more language certifications (e.g., English Language Authorization , LDS, CLAD, SB1969, SB 395, BCC, BCLAD)
  - 28.4.1.5.8 NCLB certification in the subject to be taught.
  - 28.4.1.5.9 Shared contracts may be awarded when necessary at the principal's discretion.
  - 28.4.1.5.10 The conditions in Article 14.10.2 will be followed.
- 28.4.1.5 One day of sick leave is accrued and will be added to the employee's regular sick leave balance. If a teacher does not have enough sick leave time to cover absences, the absences will be deducted from the final summer school pay check.

APPENDIX A

Salary Schedules  
and  
Offer of Employment Form

The Certificated Salary Schedule and the Early Childhood Education Salary Schedule can be found on the District Website, [www.wusd.k12.ca.us](http://www.wusd.k12.ca.us)

WASHINGTON UNIFIED SCHOOL DISTRICT  
**SALARY SCHEDULE - DUTIES OUTSIDE PROFESSIONAL DAY/YEAR**

COMPENSATION: The following compensation shall be paid to unit members filling any of the following positions which involve duties outside the professional day/year:

High School

Director, Athletics           \$2195.00+ 0.2 FTE release (Principal may augment from site FTE allocation)

High School Coaches:

13 Head Coaches at \$2,634 (including cross-country coach)

15 Assistant 1 Coaches at \$1975.50

13 Assistant II Coaches at \$658.50

Assignments to be allocated at site by principal and athletic director subject to Title IX criteria.

**Middle School**

Director, Athletics           \$1756.00

Five coaching positions:   \$1317.00 each

(Sport to be determined by coaching staff and league)

**DEPARTMENT CHAIRPERSONS**

When a chairperson/team leader is appointed by the school principal, compensation shall be as follows:

<u>Sections</u>	<u>Amount</u>	<u>Sections</u>	<u>Amount</u>
6 – 10	\$878.00	21 – 25	\$2195.00
11 – 15	\$1317.00	26 – 30	\$2546.00
16 – 20	\$1756.00	Over 30	\$2634.00

**OTHER ACTIVITIES**

**Speech Therapists:**

\$2634

An additional stipend of \$1856.60 when assigned 55 students or more.

**Elementary School**

Teacher-in-Charge (K-6)

1-10 days	\$700.00
11-14 days	\$1050.00
15 + days	\$1400.00

**Student Study Team Chairperson:** Hourly Summer School rate for one (1) hour per each scheduled meeting.

**Middle School**

Director, Student Activities (12 month position)	\$2107.00	Director, Counseling	\$1756.00
Director, Student Leadership	\$1756.00	Performing Music Group	\$1756.00
Drill Team	\$1756.00	Yearbook Super/Production	\$1756.00

**High School**

Director, Student Activities allocation)	\$2195.00+	0.4 FTE release (principal may augment from site FTE	
Mock Trial	\$1317.00	Service Learning Coordinator	\$2195.00
Director, Counseling	\$1756.00	Dramatic Productions	\$2195.00
Performing Music Group	\$2195.00	Pep Squad	\$2195.00
Yearbook Supervision/Production	\$2195.00	School Newspaper (out-of-plant)	\$2195.00
Academic Decathlon	\$1317.00	High School Computer Lab	\$2195.00

**Middle School:**

Basic pay rate calculation for other activities: Summer School rate x 8 hrs. per month x 10 months.

**High School:**

Basic pay rate calculation for other activities: Summer School rate x 10 hrs. per month x 10 months.

**Consulting Teachers:**

Consulting Teacher	Mandatory PAR	\$2,000 for 1 PT	-----
Consulting Teacher	Voluntary PAR	\$2,000 for 1 PT	-----

District Use Only  
SD: \_\_\_\_\_  
ST: \_\_\_\_\_

**Washington Unified School District  
Offer of Employment**

Name \_\_\_\_\_

Subject to final Governing Board approval, you are hereby offered employment for the 2010/2011 school year. Your salary schedule placement is Group \_\_, Step \_\_, payable in 11 installments beginning 8/31/10.

Your annual base salary shall be \$\_\_\_\_\_, based upon a full year of service and full-time position. Any placement on the salary schedule will be based on verified teaching experience, degrees and upper division or graduate units earned. Letters of verification of experience and official transcripts of college credits must be furnished by you within forty-five (45) days from the first day of your employment. If verification and / or transcripts are not received, your pay is subject to be altered to reflect the documentation on file with the District.

Your job title is \_\_\_\_\_

Your job is Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Other \_\_\_\_\_

You will be required to render service in the above-named position for such length of time during the school year as the Governing Board of the District may direct, and to supervise extra-curricular activities as directed by your supervising principal or other administrator in charge.

**Your status is**

**Permanent.** Upon acceptance of this Offer, you are hereby classified by the Governing Board as a permanent certificated employee. As such, your services for the District shall continue from year to year unless you are released or dismissed as provided by law or unless your resignation is submitted and accepted in accordance with the policies of the Governing Board.

**Probationary.** \_\_\_ Prob 1 \_\_\_ Prob 2  
Upon acceptance of this Offer, you are hereby classified by the Governing Board as a probationary certificated employee. As such, your services for the District shall continue from year to year unless you are released, dismissed, or non re-elected as provided by law, or unless your resignation is submitted and accepted in accordance with the policies of the Governing Board. Additionally, as a condition of your continued employment, it is understood that you will obtain on or before \_\_\_\_\_, or make significant progress toward obtaining, the following additional credentials or certifications of specialized areas of competency:

**Temporary.** Upon acceptance of this Offer, you are hereby classified by the Governing Board as a temporary certificated employee. Your services in the above named position will terminate on n/a. However, under the provisions of the California Education Code, you are notified that the District may dismiss any temporary employee at any time prior to serving 75% of the school year, or at the end of the school year. Your temporary employment is based on the following education Code authorization:

**Education Code 44909.** You are employed to perform services in a categorically funded project (or to replace a regular teacher who is performing services in a categorically funded project), which is not required by federal or state statute. The project for which you are hired is known as:

**Education Code 44920.** Your employment is based on the need for additional certificated employees because a certificated employee has been granted leave for a semester or year, or is experiencing long-term illness.

**Education Code 24216.5.** Your employment is based on the need for additional certificated employees due to class size reduction, and allows you to be exempt from the post-retirement earnings limitation.

Offer of Employment (con't.)

- Education Code 44911.** Service under an emergency credential.
- Education Code 44917.** Long-term substitute.
- Education Code 44919.** Short-term temporary.
- Education Code 44921.** First-semester high school teachers.

If you are new to the District, this offer is expressly conditioned upon your compliance with District policy regarding tuberculosis screening and a pre-placement physical, and with state law requirements regarding criminal background checks.

If you are new to the teaching profession, you shall agree to participate in the BTSA (Beginning Teacher Support and Assessment) program provided through the District.

Employees shall notify the District, in writing, of any change of mailing address and/or telephone number prior to the effective date of such change.

This offer is made subject to the lawful rules, regulations, polices, negotiated collective bargaining agreements, and procedures approved and established by the Governing Board of the District. Employment is subject to the laws of the State of California and to the lawful rules of the State Board of Education and of the Governing Board affecting the terms and conditions of employment, as now in effect and as may hereafter be added, deleted, or amended, the same as though they had been expressly set forth herein.

This Offer of Employment is valid until **July 2, 2010**. If you fail to signify your acceptance within the specified period of time you shall be deemed to have declined the employment.

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Don Beno  
Assistant Superintendent, Human Resources

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Date

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### **Acceptance of Offer of Employment**

I hereby accept the above offer of employment and the terms and conditions as herein set forth, and will report for duty as directed in this offer. I certify that I have not entered into a valid contract of employment with a school district governing board or county superintendent of schools, which will in any way conflict with my employment pursuant to this offer. I certify that I hold, or have applied for and executed an affidavit certifying that to the best of my knowledge and belief I am qualified for, the required and necessary credentials or certificates authorizing me to serve in the capacity stipulated in this offer. I also understand that it is my responsibility to obtain and register any credential required to cover my services before I can be paid for services rendered, although I may contact the District for assistance.

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Employee

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Date

APPENDIX B

School Calendars

**WASHINGTON UNIFIED SCHOOL DISTRICT  
Instructional Calendar  
2009-2010**

**Adopted  
3/12/09**

July					August					September				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
		1	2	3	3	4	5	6	7		1	2	3	4
6	7	8	9	10	10	11	12	13	14	7	8	9	10	11
13	14	15	16	17	17	18	19	20	21	14	15	16	17	18
20	21	22	23	24	24	25	26	27	28	21	22	23	24	25
27	28	29	30	31	31					28	29	30		
					<b>4/4</b>					<b>21/25</b>				
October					November					December				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
		1	2		2	3	4	5	6		1	2	3	4
5	6	7	8	9	9	10	11	12	13	7	8	9	10	11
12	13	14	15	16	16	17	18	19	20	14	15	16	17	18
19	20	21	22	23	23	24	25	26	27	21	22	23	24	25
26	27	28	29	30	30					28	29	30	31	
<b>22/47</b>					<b>15/62</b>					<b>13/75</b>				
January					February					March				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
				1	1	2	3	4	5	1	2	3	4	5
4	5	6	7	8	8	9	10	11	12	8	9	10	11	12
11	12	13	14	15	15	16	17	18	19	15	16	17	18	19
18	19	20	21	22	22	23	24	25	26	22	23	24	25	26
25	26	27	28	29						29	30	31		
<b>19/94</b>					<b>18/112</b>					<b>20/132</b>				
April					May					June				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
			1	2	3	4	5	6	7		1	2	3	4
5	6	7	8	9	10	11	12	13	14	7	8	9	10	11
12	13	14	15	16	17	18	19	20	21	14	15	16	17	18
19	20	21	22	23	24	25	26	27	28	21	22	23	24	25
26	27	28	29	30	31					28	29	30		
<b>20/152</b>					<b>20/172</b>					<b>8/180</b>				

**August:**  
 24th - District In-Service (No Students)  
 25th - District In-Service (No Students)  
 26th - First Day of Attendance for Students

**September:**  
 7th - Labor Day

**November:**  
 11th - Veteran's Day  
 23rd - Thanksgiving Recess (11/23-11/27)

**December:**  
 18th - Winter Recess (12/18-1/1)

**January:**  
 1st - Winter Recess (1/1)  
 18th - Martin Luther King Day

**February:**  
 12th - Lincoln's Birthday  
 15th - President's Day

**March:**  
 29th - Spring Break (3/29 - 4/2)

**April:**  
 1st - Spring Break (4/1 - 4/2)

**May:**  
 31st - Memorial Day

**June:**  
 10th - Last day of School

**Key:**

District In-Service (No Students)

No School

First/Last Day of School

\* Semesters, collaboration days, minimum days and conferencing days to be determined.

**WASHINGTON UNIFIED SCHOOL DISTRICT  
Instructional Calendar  
2010-2011**

**Adopted  
3/12/09**

July					August					September				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
			1	2	2	3	4	5	6			1	2	3
5	6	7	8	9	9	10	11	12	13	6	7	8	9	10
12	13	14	15	16	16	17	18	19	20	13	14	15	16	17
19	20	21	22	23	23	24	25	26	27	20	21	22	23	24
26	27	28	29	30	30	31				27	28	29	30	
								5/5					21/26	
October					November					December				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
				1	1	2	3	4	5			1	2	3
4	5	6	7	8	8	9	10	11	12	6	7	8	9	10
11	12	13	14	15	15	16	17	18	19	13	14	15	16	17
18	19	20	21	22	22	23	24	25	26	20	21	22	23	24
25	26	27	28	29	29	30				27	28	29	30	31
			21/47					16/63					12/75	
January					February					March				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
3	4	5	6	7		1	2	3	4		1	2	3	4
10	11	12	13	14	7	8	9	10	11	7	8	9	10	11
17	18	19	20	21	14	15	16	17	18	14	15	16	17	18
24	25	26	27	28	21	22	23	24	25	21	22	23	24	25
31					28					28	29	30	31	
			20/95					18/113					23/136	
April					May					June				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
				1	2	3	4	5	6			1	2	3
4	5	6	7	8	9	10	11	12	13	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20	13	14	15	16	17
18	19	20	21	22	23	24	25	26	27	20	21	22	23	24
25	26	27	28	29	30	31				27	28	29	30	
			16/152					21/173					7/180	

**August:**  
23rd - District In-Service (No Students)  
24th - District In-Service (No Students)  
25th - First Day of Attendance for Students

**September:**  
6th - Labor Day

**November:**  
11th - Veteran's Day  
22nd - Thanksgiving Recess (11/22-11/26)

**December:**  
17th - Winter Recess (12/17-12/31)

**January:**  
17th - Martin Luther King Day

**February:**  
18th - Lincoln's Birthday  
21st - President's Day

**April:**  
18th - Spring Break (4/18-4/22)

**May:**  
30th - Memorial Day

**June:**  
9th - Last Day of School

**Key:**

✕	District In-Service (No Students)
■	No School
□	First/Last Day of School

\* Semesters, collaboration days, minimum days and conferencing days to be determined.

APPENDIX C

Benefit Programs

WASHINGTON UNIFIED SCHOOL DISTRICT  
BENEFIT PROGRAMS  
CERTIFICATED BARGAINING UNIT

Hospitalization Medical

Kaiser Permanente

Healthnet – HMO

Healthnet – PPO

Dental

Delta Dental

Vision

Vision Service Plan

APPENDIX D

Amendments

AGREEMENT  
BETWEEN THE  
WASHINGTON UNIFIED SCHOOL DISTRICT  
AND THE  
WASHINGTON TEACHERS' ASSOCIATION (CTA/NEA)

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 1995 by and between Washington Unified School District ("District") and the Washington Teachers' Association ("Association").

WHEREAS, the District has a potential need to utilize currently employed teachers at River City High School and Golden State Middle School to teach additional classes during either their Advisory Period or Preparation period; and

WHEREAS, the District and the Association wish to enter into an agreement for the 1995-96 school year whereby the District may assign currently employed teachers at River City High School and Golden State Middle School to voluntarily teach an additional class.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. The District shall have the right to assign teachers who indicate a willingness in writing to teach during either their advisory or preparation period to a class in addition to their normal assignment.
2. This provision may only be used to allow for low enrollment (less than 20 students) classes such as AP and electives, and may not be used to reduce class size in core classes.
3. The number of teachers the District shall have the right to assign to teach an additional class shall be limited to no more than two (2) per secondary school area as defined in Article 16 (16.3), or in year round education shall be limited to not more than four (4) per track unless a waiver is agreed upon by WTA and the Superintendent or designee.
4. In the event that there are more teachers who indicate a willingness in writing to teach an additional class than there are additional classes available, the District shall utilize the criteria enunciated in Article 5.4.5 of collective bargaining agreement to determine which teacher or teachers it shall assign.
5. Teachers assigned to teach a class during their advisory period or preparation period shall be compensated at the rate of thirty-two dollars and forty-four cents (\$32.44) per hour for each instructional day.
6. This Agreement shall be in effect for the 1995-96 school year only, subject to extension or renewal by a subsequent written agreement should the parties desire to do so.
7. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions of their Agreement. Any and all prior agreements, representations, negotiations and understandings made by the parties on the subject matter of this Agreement, oral and written, express or implied, are hereby superseded and merged herein.
8. This Agreement is entered into in, and shall be construed and interpreted in accordance with the laws of the State of California.

FOR THE DISTRICT

FOR THE ASSOCIATION

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AGREEMENT  
BETWEEN THE  
WASHINGTON UNIFIED SCHOOL DISTRICT  
AND THE  
WASHINGTON TEACHERS' ASSOCIATION (CTA/NEA)

This Agreement is made this 1st day of March, 1995 by and between Washington Unified School District ("District") and the Washington Teachers' Association ("Association").

The Washington Teachers' Association, "WTA" and the Washington Unified School District, "District," agree, except as modified below, to continue their present master agreement.

Compensation

1. There shall be a one and one-half percent (1.5%) increase on the salary schedule effective July 1, 1994. There shall be an additional longevity step effective July 1, 1994.

2. There shall be a four hundred dollar (\$400) masters' stipend effective July 1, 1994 and a doctoral stipend of four hundred dollars (\$400) effective July 1, 1995. The degrees must be from a regionally accredited institution such as "WASC."

3. There will be an early retirement incentive program for the 1995 year wherein those employees electing to retire and participate in the Early Retirement Incentive Program must advise the District on or before August 1, 1995 of the employee's intent to retire. Those employees who advise the District in a timely fashion of the employee's intent to retire, and actually resign from the District and file for retirement with the STATE TEACHERS RETIREMENT SYSTEM prior to December 31, 1995, will receive \$7,500 during the 1995 calendar year and \$7,500 during the 1996 calendar year either placed in an annuity to generate lifetime earnings or in cash. The agreement will be drafted in such a way as to limit the taxable income (to the degree possible).

4. Additionally, the District agrees to provide an extra duty stipend of \$981 for the Athletic Director function at Golden State. It is intended that this money be paid to the unit member who performed these services during the 1994-95 school year. The District also agrees to provide a Drama extra duty stipend at Golden State of \$1772 (based upon a two-performance obligation). It is intended that this stipend be paid during the 1995-96 school year and offered to a qualified unit member who applies for and is selected for the position. Should no qualified unit member apply, the function can continue to be performed as in 1994-95 until, and unless, a qualified unit member is selected. The Activity Director at Golden State shall have an additional \$500 added to the extra duty stipend.

The librarian shall be entitled to a stipend for her leadership on the library-curriculum task force. All other task force chairpersons shall be entitled to the appropriate stipend as allocated in the current agreement.

5. For the 1995-96 school year, the salary schedule shall be modified by 2.21 %. This amount is agreed to in anticipation of a funded COLA increase to the Revenue Limit actually received from the State of California of 2.21% or greater. If the COLA is less than 2.21%, the District may, at its option, elect to reopen to negotiate an alternative amount prior to implementation of the increase. If the funded COLA increase to the Revenue Limit actually received from the State of California is greater than 2.21% the additional percentage will be applied to the salary schedule. For example if the COLA were 3%, then 3 % will be applied to the 1994-95 schedule rather than 2.21%.

6. In the event that there is an increase beyond the current contribution for health benefits, the District and the WTA agree to reopen to negotiate health benefits.

\_\_\_\_\_  
For the District  
Date: March 1, 1995

\_\_\_\_\_  
For WTA

**APPENDIX E**

**Evaluation of Teaching Performance**

**Evaluation Cycle (6.4.1)**

**Evaluation Cycle – Year 2 (6.4.2)**

**BTSA**

**WASHINGTON UNIFIED SCHOOL DISTRICT**  
**EVALUATION OF TEACHING PERFORMANCE**

Teacher \_\_\_\_\_ Period Covered by this Evaluation \_\_\_\_\_  
 School \_\_\_\_\_ Date of Evaluation \_\_\_\_\_  
 Grade/Subject \_\_\_\_\_  
 Observation Date(s) \_\_\_\_\_  
 Conference Date(s) \_\_\_\_\_  
 Status of Teacher: \_\_\_\_\_ Temporary \_\_\_\_\_ Probationary 2  
 \_\_\_\_\_ Probationary 1 \_\_\_\_\_ Permanent

Meets/  
 Exceeds      Below  
 Teaching    Teaching  
 Standards    Standards

**CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION**

Meets/ Exceeds Teaching Standards	Below Teaching Standards	
		<b>STANDARD I - Engages and Supports All Students in Learning</b>
		* Connects students' prior knowledge, life experience, and interests with learning goals
		* Uses a variety of instructional strategies and resources to respond to students' diverse needs
		* Facilitates learning experiences that promote autonomy, interaction, and choice
		* Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful
		* Promotes self-directed, reflective learning for all students
		<b>STANDARD II - Creates &amp; Maintains Effective Environment for Student Learning</b>
		* Creates a physical environment that engages all students
		* Establishes a climate that promotes safety and welfare; fairness and respect
		* Promotes social development and group responsibility
		* Establishes and maintains standards for student behavior
		* Plans and implements classroom procedures and routines that support student learning
		* Uses instructional time effectively
		<b>STANDARD III - Understands &amp; Organizes Subject Matter for Student Learning</b>
		* Demonstrates knowledge of the standards, subject matter content and student development
		* Organizes district adopted curriculum to support student understanding of subject matter
		* Interrelates ideas and information within and across subject matter areas
		* Develops student understanding through instructional strategies that are appropriate to the subject matter
		* Uses materials, resources and technologies to make subject matter accessible to students
		<b>STANDARD IV - Plans Instruction &amp; Designs Learning Experiences for all Students</b>
		* Draws on and values students' backgrounds, interests, and developmental learning needs
		* Establishes and articulates goals and lesson plans for student learning based on district standards
		* Develops and sequences instructional activities and materials for student learning
		* Designs short-term and long-term plans to foster student learning
		* Modifies instructional plans to adjust for student needs
		<b>STANDARD V - Assesses Student Learning</b>
		* Establishes and communicates learning goals for all students
		* Collects and uses multiple sources of information to assess student learning
		* Involves and guides students in assessing their own learning
		* Uses results of assessments to guide instruction
		* Communicates with students/families/others about student progress
		<b>STANDARD VI - Develops as a Professional Educator</b>
		* Analyzes teaching practice and plans for professional development
		* Establishes professional goals and pursues opportunities to grow professionally
		* Works with colleagues to improve professional practice
		* Maintains punctuality for all prescribed functions
		* Attends meetings and participates in curriculum development activities

**COMMENTS REGARDING SATISFACTORY PERFORMANCE:****SPECIFIC RECOMMENDATIONS MADE FOR IMPROVING SERVICE:**

(Required for an employee who has been rated below District Standards in any part; attach additional pages, if necessary)

**OVERALL RATING:**

Satisfactory       Needs Improvement       Unsatisfactory

An overall "*Satisfactory*" constitutes a judgment made by an administrator that a teacher has substantially met the California Standards for the Teaching Profession and is therefore effectively meeting the learning needs of students.

An overall "*Needs Improvement*" constitutes a judgment made by an administrator that a teacher has some individual performance deficiencies, however none seriously impede the learning needs of students.

An overall "*Unsatisfactory*" constitutes a judgment made by an administrator that a teacher has deficiencies that seriously impact the learning needs of students.

SIGNATURE OF EVALUATOR: \_\_\_\_\_ DATE: \_\_\_\_\_

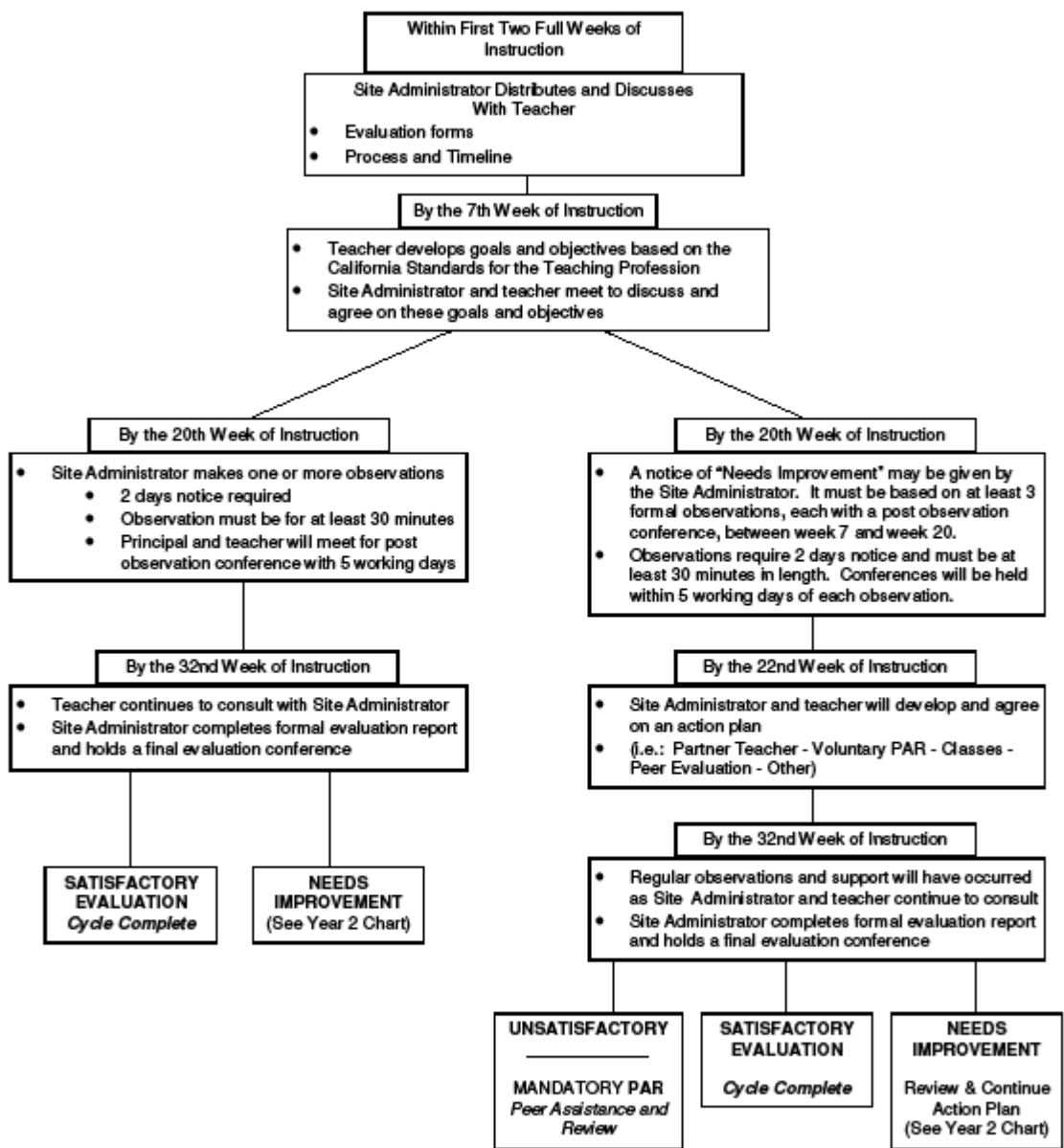
**EMPLOYEE ACKNOWLEDGEMENT:** I have read this report, but my signature does not necessarily signify agreement. I understand that any written statement I wish to make regarding this report will be attached to all copies of it.

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

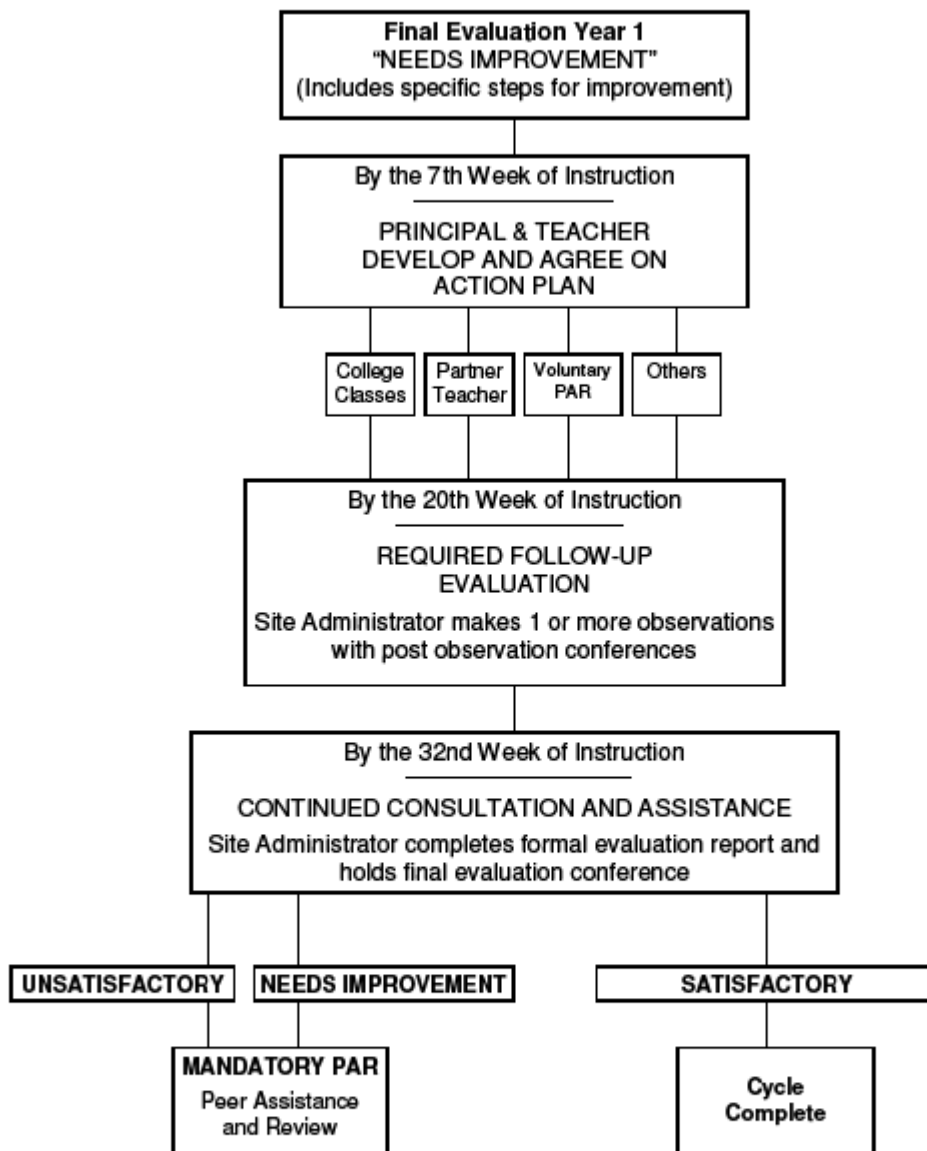
**WITNESS VERIFICATION:** (To be used if employee is unwilling to sign,) I certify that a copy of this report was presented to the employee names on the first page on \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**WASHINGTON UNIFIED SCHOOL DISTRICT  
EVALUATION CYCLE - YEAR 1 - Figure A**



**WASHINGTON UNIFIED SCHOOL DISTRICT  
EVALUATION CYCLE - YEAR 2 - Figure B**



\*This process outlined above is not intended for probationary, temporary, or other non-permanent unit members.

Revised 4/23/2010