

AGREEMENT

BETWEEN

WASHINGTON UNIFIED SCHOOL DISTRICT

AND

WEST SACRAMENTO TEACHERS' ASSOCIATION

CALIFORNIA TEACHERS' ASSOCIATION

NATIONAL EDUCATION ASSOCIATION



July 1, 2021 – June 30, 2022

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ARTICLE 1: AGREEMENT

- 1.1 This agreement is entered into in good faith this 1st day of July, 2021, 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 WEST SACRAMENTO 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, 2021, through June 30, 2022.
- 1.3.1 The parties agree that prior to the 2022-2023 school year they will engage in successor negotiations. The timelines within Article 8.3 shall not apply.
- 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 who request it.
- 1.5 The District will post the contract in its entirety on the District's website.

WASHINGTON UNIFIED SCHOOL DISTRICT

DocuSigned by:

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Interim Associate Superintendent of Administrative

Services

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Date: 5/14/2021

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Brittany Hori

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Brittany Hori

Date: 5/13/2021

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: EDUCATOR ORIENTATIONS

3.1 New Educator Orientation Event: Beginning of the School Year

- 3.1.1 The District and the Association will sponsor a welcome orientation of up to two (2) days for new certificated staff. These days shall be placed on the instructional calendar and will be scheduled no more than one (1) week prior to the first day of school.
- 3.1.2 Staff will be given a tour of the district and be briefed on its history, culture, ethnic and economic diversity.
- 3.1.3 Members of the school board and key district personnel will also be invited to welcome the new employees.
- 3.1.4 The Association will be given no less than ninety (90) minutes to enroll new members and discuss union participation and representation. Association time should not be listed at the end of the agenda unless requested. Administration will excuse themselves during this time. The Association is entitled to invite vendors and guest to the Association portion of new member orientation. At the time of employment, the District shall provide new educators a copy of this Agreement and Association membership information.
- 3.1.5 New certificated employees who attend the New Educator Orientation event will be compensated their per diem, hourly-rate of pay.

3.2 New Educator Orientation: After the Beginning of the School Year

- 3.2.1 Any bargaining unit member hired after the start of the school year shall be provided an in-person employment orientation meeting. At the time of the employment, the District shall provide new educators a current copy of this Agreement and Association membership information.
- 3.2.2 The Association shall receive not less than ten (10) days notice in advance of an in-person employment orientation meeting, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
- 3.2.3 For any in-person employment orientation meetings that occur during the duty day, an Association representative shall be released for up to ninety (90) minutes to attend.
- 3.2.4 When a District-wide employee orientation is held, the Association will have thirty (30) minutes to meet with the new members to enroll and discuss union participation and representation. Administration will excuse themselves during this time. The Association is entitled to invite vendors and guests to the Association portion of the new member orientation.
- 3.2.5 New members will receive per diem hourly rate to attend the District-wide employee orientation, if it occurs outside the duty day.

3.3

BTSA Orientation

- 3.3.1 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.

3.4

District Kick Off

- 3.4.1 The first day of the contractual work year shall be used for the District Kick Off and meeting/trainings planned by the District. The second day, teachers shall have unscheduled time to work in their classrooms.
- 3.4.2 The Association will have one (1) hour to address members at the Kick-Off Event. Administration will excuse themselves during this time.

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, using the Level One grievance form, attached as Appendix F to this agreement, 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:

1. the date or dates the alleged act or omission occurred
2. the specific provisions of the Agreement alleged to have been violated, misinterpreted or misapplied
3. the general and specific grounds of the grievance
4. any other pertinent information which might assist the District in determining the proper resolution of the grievance
5. a statement of the steps initiated by the grievant to resolve the difficulty by informal means as described in Section 4.2, Informal Resolution
6. a statement of the specific action which the aggrieved unit member desires that the District take to remedy the grievance

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 Level Two grievance form, attached as Appendix F to this agreement, to the Superintendent or designee within fifteen (15) work days. This statement should include:

1. District's written response to the informal grievance
2. a copy of the Formal Resolution, Level One Form
3. District's written decision to the Level One Grievance
4. a clear, concise statement of the reasons for the appeal

4.4.1 The Superintendent or designee shall communicate the decision to the grievant within fifteen (15) work days. If the Superintendent or 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.

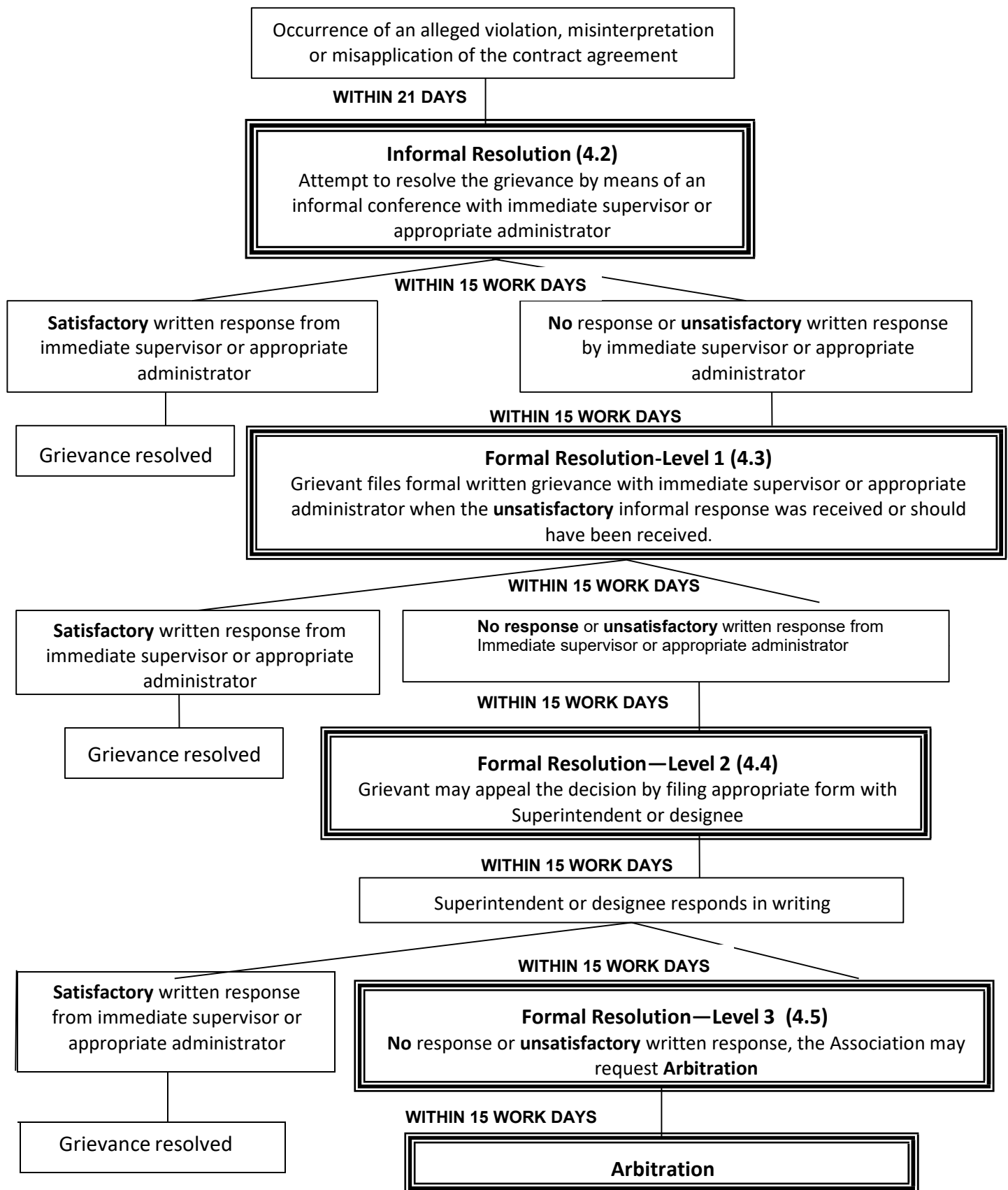
4.5.4 As soon as possible after the hearing, the arbitrator shall submit, in writing, to all parties, a final and binding award.

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.

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 4—Grievance Procedure Flow Chart



Any discrepancies between the flowchart and contract language, the contract language prevails.

ARTICLE 5: TRANSFER AND REASSIGNMENT PROCEDURE

5.1 Definitions

- 5.1.1 A transfer shall be defined as a change from one school site or administrative unit to another.
- 5.1.2 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 prior to April 15th or between school years, at the same or different sites. Each site shall make internal shifts prior to the identification of any vacancy.
 - 5.1.2.1 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 or reassignment. In the event there are two or more volunteers who desire to transfer or reassign to a vacant position, the member with the most district seniority will receive the transfer or reassignment.
 - 5.1.2.2 If no volunteers are found, then the member of the grade level or department of the collapsed class with the least district seniority among those directly impacted will be involuntarily transferred or reassigned from the position to a vacant position within their classification.
- 5.1.3 A reassignment shall be defined as a change in position classification within a school site or administrative unit.
- 5.1.4 A position classification shall be defined as the subjects and/or grade level that a bargaining unit member is assigned to work. This includes, but is not limited to, teachers, specialists, counselors, psychologists, speech language pathologists, librarians, nurses, teachers on special assignment, instructional coaches, and early childhood educators.
- 5.1.5 An involuntary transfer or involuntary reassignment shall be defined as one which is initiated by the District.
- 5.1.6 A voluntary transfer or voluntary reassignment shall be defined as one, which is initiated upon the application by a member of the bargaining unit.
- 5.1.7 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.
- 5.1.8 A site move shall be defined as when a majority of the staff at an existing site is moved to a different site.
- 5.1.9 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.
- 5.1.10 Itinerant staff shall be defined as staff assigned to a specific administrative unit.

5.2 General Posting of Vacancies

- 5.2.1. The District shall notify the Association of new positions prior to taking them to the school board for approval.
- 5.2.2. Prior to April 15th, excluding provisions in 5.2.4 and 5.5, postings of district determined vacancies will be placed on the district website within three (3) working days and emailed to WUSD list serve. It will also be emailed to the Association. Each posting shall include any special qualifications needed to fill the position. Postings shall include rate of pay, length of contract, requirements for adjunct duties, programmatic needs, grade level, subject matter level, certification needed, and other requirements of the position.
- 5.2.3. After April 15th and before February 15th of the following school year, vacancies will be posted online and filled as they occur for both internal and external candidates. If the position is filled temporarily, it will be made available for transfer for the subsequent school year, contingent on staffing needs.
 - 5.2.3.1 In the event a vacancy occurs during the period from the last day of school to two (2) weeks after the first day of school, a bargaining unit member can apply for the position and if selected to fill the position, they will start the position immediately.
 - 5.2.3.2 In the event that a vacancy occurs after the two (2) weeks following the first day of school, and is granted to a current bargaining unit member, they will fill the position the following year. It shall be filled temporarily to avoid the impact of multiple transfers on student learning (unless it involves an increase in salary). If the position is filled temporarily, it will be made available for transfer for the subsequent school year.
- 5.2.4. A pool of candidates shall be considered for openings that occur during the period from the last day of school to two (2) weeks after the first day of school. This online pool shall open annually, by March 9th, for any bargaining unit member requesting a transfer within the District or reassignment at the site.
 - 5.2.4.1 This provision shall exclude the opening of a new school.
 - 5.2.4.2 Bargaining unit members in the internal pool must give the Human Resources (HR) Department viable means of contact for the summer, e.g., email, cellphone, etc. The HR Department will email or leave a voice message, if available, for the Bargaining Unit Member in order to set up an interview. The Bargaining Unit Member will have three (3) working days to respond to HR. Interviews may be conducted through electronic means, e.g., Skype, FaceTime or a conference call.
- 5.2.5. Under normal conditions, at least ten (10) working days shall elapse between the online posting of notices and the consideration of applications.
- 5.2.6. Online 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.

- 5.2.7 Bargaining unit members returning from leave will be assigned to a position within the scope of their credential.

5.3 Voluntary Reassignments

- 5.3.1 By February 15th, Site Administration will send out a survey soliciting requests for reassignments to fill current anticipated vacancies or new positions and to create a list of site members who are interested in a reassignment. The survey will include any anticipated vacancies or new positions at that site. By March 1st, bargaining unit members will notify the administration via the survey of their requests for reassignment. Positions that are created between March 1st and March 8th due to reassignments, shall be communicated to members who completed the survey.
- 5.3.2 By March 8th, each Site Administrator shall make reassignments and notify Human Resources prior to the identification of any vacancies.
- 5.3.3 Current employees will not need to submit credentials or other attachments. Requests received will be acknowledged via an e-mail receipt within three (3) working days.
- 5.3.4 The following shall be used as a basis for voluntary reassignment. Provided that the following criteria are equal, then seniority will be the determining criterion:
- 5.3.4.1 Seniority within the District.
 - 5.3.4.2 Quality of service to the District as reflected in past evaluations.
 - 5.3.4.3 Experience within the classification and/or program.
 - 5.3.4.4 Appropriate certification.
- 5.3.5 Voluntary reassignments may be denied. In the event a voluntary reassignment is denied, the applicant will be notified as stated in 5.5.4.1. The applicant may make a written request and receive the specific reason for denial, in writing, within fifteen (15) working days based on criteria set in 5.3.4.
- 5.3.6 If prior to the start of the new assignment, it is requested by a member of the bargaining unit being voluntarily reassigned, school vehicles and personnel will be used to assist in transporting teaching and school supplies.

5.4 Involuntary Reassignment

- 5.4.1 A request for volunteers via email must be initiated by the Site Administrator or designee and considered prior to any involuntary reassignments within a site.
- 5.4.1.1 Under normal conditions, at least five (5) work days advanced notification will be given to the bargaining unit member being involuntarily reassigned. The bargaining unit member will be informed, in writing, of the specific reason/s for this involuntary reassignment at this time.
- 5.4.2 If the option is available, bargaining unit members to be involuntarily reassigned may indicate their preference. A bargaining unit member advised of involuntary reassignment may elect to apply for voluntary transfer or voluntary reassignment 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 involuntarily reassigned,

school vehicles and personnel will be used to assist in transporting teaching and school supplies.

5.4.3.1 If requested by a member of the bargaining unit being involuntarily reassigned, curricular support for the new assignment will be provided.

5.4.4 For those bargaining unit members being involuntarily reassigned to another site, grade level and/or subject matter no fewer than three (3) release days or equivalent 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 reassignment. 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 and/or program.

5.4.5.4 Appropriate certification.

5.4.6 No member shall be involuntarily transferred or involuntarily reassigned in more than two (2) consecutive years.

5.4.7 Involuntary reassignments shall not be made in an arbitrary, punitive, or discriminatory manner.

5.5 Voluntary Transfers Between March 15th through April 15th

5.5.1 Online posting of vacancies will be prepared by HR by March 15th so that internal candidates may apply for vacancies and new positions at different sites.

5.5.1.1 Internal candidates will not need to submit credentials or other attachments when the District utilizes an online application process for voluntary transfers.

5.5.2 The District will post vacancies or new positions within three (3) working days of the District's determination of a vacancy, in accordance with 5.2.2.

5.5.3 During the first five (5) days of an online posting, any internal candidate who qualifies according to the criteria in 5.5.8 will be considered for transfer before the position is opened to outside applicants. Online applications received after the first five (5) days will only be released to Site Administrators after internal interviews are completed.-

5.5.4 After the five (5) day period, the District will interview all qualified internal candidates for vacant positions and consider seniority and other criteria as set out in 5.5.5.

5.5.4.1 The District will notify the internal candidates in writing if they have or have not been selected for the position prior to interviewing outside applicants.

5.5.5 The following shall be used as a basis for voluntary transfer. Provided that the

following criteria are equal, then seniority will be the determining criterion:

- 5.5.5.1 Seniority within the District.
- 5.5.5.2 Quality of service to the District as reflected in past evaluations.
- 5.5.5.3 Experience within the classification and/or program.
- 5.5.5.4 Appropriate certification
- 5.5.6 If no qualified internal candidate exists within the District, then, and only then, may the District consider qualified applicants from outside the District.
 - 5.5.6.1 Outside online applications will only be released to Site Administrators after completing the interviews in accordance with 5.5.4.1 of the qualified internal candidates.
 - 5.5.6.2 Internal candidates that apply after the first five (5) days of posting will be considered along with outside candidates.
- 5.5.7 Voluntary transfers may be denied. In the event a voluntary transfer is denied, the internal candidate will be notified as stated in 5.5.4.1. The internal applicant may make a written request and receive the specific reason for denial, in writing, within fifteen (15) working days based on criteria set in 5.5.5.
- 5.5.8 If prior to the start of the new assignment, it is requested by a member of the bargaining unit being voluntarily transferred, school vehicles and personnel will be used to assist in transporting teaching and school supplies.

5.6 Involuntary Transfer

- 5.6.1 A request for volunteers via email must be initiated by the Site Administrator or designee and considered prior to any involuntary transfers to another site.
 - 5.6.1.1 Under normal conditions, at least five (5) working days advanced notification will be given to the bargaining unit member being involuntarily transferred. The bargaining unit member will be informed, in writing, of the specific reason/s for this involuntary transfer at this time.
- 5.6.2 If the option is available, bargaining unit members to be involuntarily transferred may indicate their preference. A bargaining unit member advised of involuntary transfer may elect to apply for voluntary transfer or voluntary reassignment to any identified vacancy as outlined in 5.3 and 5.5 of this article.
- 5.6.3 If requested by a member of the bargaining unit being involuntarily transferred, school vehicles and personnel will be used to assist in transporting teaching and school supplies.
 - 5.6.3.1 If requested by a member of the bargaining unit being involuntarily transferred, curricular support for the new assignment will be provided.

- 5.6.4 For those bargaining unit members being involuntarily transferred, grade level and/or subject matter no fewer than three (3) release days or equivalent compensation at the retired teacher substitute rate will be made available to move and prepare for the new assignment.
- 5.6.5 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:
 - 5.6.5.1 Seniority within the District.
 - 5.6.5.2 Quality of service to the District as reflected in past evaluations.
 - 5.6.5.3 Experience within the classification and/or program.
 - 5.6.5.4 Appropriate certification.
- 5.6.6 No member shall be involuntarily transferred or involuntarily reassigned in more than two (2) consecutive years.
- 5.6.7 If a bargaining unit member is involuntarily transferred from a site, that bargaining unit member may initiate a request to return to that site.
- 5.6.8 Involuntary transfers shall not be made in an arbitrary, punitive, or discriminatory manner.

5.7 Site Moves

- 5.7.1 Subject to 5.7.2, during a site move, staff will be maintained in the move to a different facility. These site moves will be considered involuntary transfers.
- 5.7.2 If a program is not offered, then bargaining unit members to be involuntarily transferred may indicate their preference to any open, vacant position. They shall be placed in accordance with 5.5.5. A bargaining unit member advised of involuntary transfer may elect to apply for voluntary transfer to any identified vacancy as outlined in 5.5 of this article.

5.8 New School Openings

- 5.8.1 All new school vacancies will be opened to all current bargaining unit members prior to being opened to outside applicants in accordance with 5.5.1.1 through 5.5.8.
- 5.8.2 When all other criteria are equal as set forth in 5.5.5, the bargaining unit member's preference and seniority within the District shall be the determining factor.

5.9 Miscellaneous

- 5.9.1 This Article shall be applied to the early childhood education bargaining unit members only as it appropriately relates to transfer and reassignment within those programs and as further restricted by law.
- 5.9.2 Bargaining unit members returning from leave will be assigned to a position within the scope of their credential immediately after April 15th and prior to placement of outside candidates. Subsequently, unassigned bargaining unit

members will be assigned to a position within the scope of their credential immediately after April 15th and prior to placement of outside candidates.

- 5.9.3 Vacancies will be filled in the following preferential order:
 - 5.9.3.1 The legal right of those returning from leave
 - 5.9.3.2 Those on a 39-month reemployment list
 - 5.9.3.3 Those on a 24-month reemployment list
- 5.9.4 Voluntary transfers and voluntary reassignments will be given first priority without interfering with the legal rights outlined in 5.9.3 of this agreement.
- 5.9.5 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.
- 5.9.6 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.
- 5.9.7 Those bargaining unit members who are required by the District to remove all District property from their classroom/workspace involuntarily due to construction or major renovation, shall receive no fewer than two (2) duty days or compensation at the retired teacher's substitute rate to pack and prepare the room.

ARTICLE 6: EVALUATION PROCEDURES

- 6.0 It is understood and agreed by both the Association and the District that educators/practitioners are professionals that continue to grow and improve in their craft throughout their career. It is the intent of this article to establish a system and an environment that provides practitioners at all levels of experience and effectiveness a framework to deepen their professional practice. Furthermore, this system is designed to encourage collaboration among all practitioners, administration, and resource personnel to ensure that all students are supported, socially, emotionally and academically. The California Standards for the Teaching Profession (CSTP), are the basis framework for the evaluation process.
- 6.1 The District shall evaluate every probationary bargaining unit member no less than once each year. The evaluation shall be completed by the 155th day of instruction for all bargaining unit members. The governing board shall notify the employee, on or before March 15th 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 bargaining 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 155th day of instruction for all bargaining unit members. This cycle does not preclude observations or a formal evaluation if warranted. District failure to meet the agreed upon timelines shall result in the postponement of evaluating the member at issue during the current year's evaluation cycle.
- 6.2.1 For the purposes of the evaluation schedule, those who receive an overall rating of "Satisfactory", shall be on an every other year formal evaluation cycle.
- 6.2.2 Bargaining unit members will be informed in writing by the 100th day of instruction if there are areas needing improvement. A "Needs Improvement" will require there to be at least one (1) additional observation in order to give bargaining unit members an opportunity to show improvement. If those areas of need continue, the Site Administrator may give a "Needs Improvement" evaluation which will constitute a written action plan implemented for the following year and the bargaining unit member may volunteer to participate in PAR the following year.
- 6.2.3 Bargaining unit members will be informed in writing by the 100th day of instruction if there are substantial areas needing improvement. A "Needs Improvement" will require there to be at least one (1) additional observation in order to give bargaining unit members an opportunity to show improvement. If those areas of need continue, the Site Administrator may give an "Unsatisfactory" evaluation and a letter explaining mandatory placement in Peer Assistance and Review program (as outlined in Article 6A) the following year.
- 6.2.3.1 Following the final evaluation process and prior to the end of the school year, a bargaining unit member receiving an 'Unsatisfactory' and having been placed in PAR will be teamed with a Consulting Member; an action plan will be created with the Site Administration, Participating Member, and Consulting Member based on the final Evaluation of Teaching Performance. The Participating Member will be linked with resources, trainings, and materials needed to develop and improve instruction as soon as possible.
- 6.2.4 Tenured employees with at least ten (10) years' experience with the school district, and whose previous evaluation rated the employee as Satisfactory, will be evaluated at least every five (5) years if the evaluator and certificated employee being evaluated agree in writing on the evaluation form in compliance with timelines of Article 6. This agreement will not be denied due to administrative turn-over. If the evaluator does not agree in writing to a five-year evaluation cycle, certificated

employees can appeal the decision to the Assistant Superintendent of Human Resources in writing. The certificated employee shall be informed of the decision within fifteen (15) working days. The certificated employee or the evaluator may withdraw consent in writing at any time prior to the end of the five year evaluation timeline.

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 Figure A, B, and C under Appendix E.

6.5 The evaluation form can be found in Appendix E.

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 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 bargaining 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 bargaining unit members.

6.10 Consistent with Stull Act requirements, the overall rating of a bargaining 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 bargaining unit member's performance of assigned functions.

6.12 Recourse Evaluation

6.12.1 A bargaining unit member, upon request, shall be granted additional

observations. Such observations shall be conducted by members of the administration other than the designated primary administrator, including administrators not assigned to the bargaining 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 studying, reviewing, and recommending updated evaluation procedures and evaluation tools, inclusive of observation, evaluation, and action plan forms. The Committee shall consist of three (3) 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. The Association and the District will be jointly responsible for adhering to the goal of completing these forms by June of each year.

6.14 This Article shall not apply to Children's Center and Preschool bargaining unit members except as otherwise required by law.

ARTICLE 6A: PEER ASSISTANCE AND REVIEW

6A.1 The District and the Association shall implement a Peer Assistance and Review Program (hereafter referred to as PAR) for all bargaining unit members. The PAR program shall involve the Consulting Member (CM) who provides assistance and the Participating Member (PM). Teachers shall be referred to PAR on receipt of an "Unsatisfactory" evaluation and/or those who wish to participate in the program.

6A.2 Bargaining unit member(s) must apply and shall not be assigned in order to be considered for a Consulting Member (CM) position(s). The CM 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 CM must have exemplary teaching ability, communication skills, and mastery of strategies to meet student needs. The CM will be selected through an application and interview process which will include a classroom observation by a panel of two (2) bargaining unit members and one (1) district representative.

6A.3 Roles and responsibilities of the C M may include, but are not limited to, coaching, observations, feedback, demonstration lessons, lesson planning support, and classroom management strategies. The CM 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 PM which shall include an improvement plan developed in collaboration with the PM and the referring principal.

6A.3.3 Conducting requested and/or needed multiple observations of the PM during classroom instruction and conducting post-observation conferences on a regular basis.

6A.3.4 Providing assistance to help the PM meet the performance standards and criteria set by the California Standards for the Teaching Profession.

6A.3.5 Meeting with the PM 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 CM in a professional manner and maintaining confidentiality of the PM outside of the required conversations and discussions with all contacts.
 - 6A.3.7 Linking the PM with resources, training and materials needed to develop and improve instruction. Providing assistance in mutually agreeable areas that impact instruction and student learning.
 - 6A.3.8 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 Member and will be compensated at the following annual stipend, paid in two parts: in January and June of each year.
 - a. 1PT = \$3,000
- 6A.5 Contractual agreements reached between the District and third party providers that implement the PAR should comply with the financial guidelines of this agreement unless otherwise agreed between the Association and the District or required by law.
- 6A.6 The CM 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 CM 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. PMs retain all rights to due process regarding termination of employment. Consulting Members shall not participate in discussions or vote on any matter in which they have 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 Members, Participating Members and administrators shall keep their work with a Participating Member confidential.
- 6A.7.1 A PM 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 PM may terminate participation in the PAR program at any time.

ARTICLE 6B: TEACHER INDUCTION PROGRAM (TIP)

- 6B.1 Candidate Teachers will be required to complete the TIP program.
- 6B.2 Candidate Teachers will receive a \$500 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 TIP will be required to participate and complete the up to two year TIP program as a condition of employment.
- 6B.4 Mentor Teachers

- 6B.4.1 Bargaining unit members must apply and shall not be assigned in order to be considered for a Mentor Teacher position. The Mentor Teacher 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 Mentor Teacher must have exemplary teaching ability, communication skills, and mastery of strategies to meet student needs. Mentor Teachers will be selected through an application and interview process which shall include a classroom observation.
- 6B.4.2 Roles and responsibilities of Mentor Teachers may include but will not be limited to:
- 6B.4.2.1 Actively participate in required Mentor training for year one (1), year two (2), and all periodic updates.
 - 6B.4.2.2 Complete required documentation.
 - 6B.4.2.3 Meet weekly with Candidate Teacher(s) for an average of one and one-half (1.5) hours each week, for twenty-nine (29) weeks each year, for up to two years.
 - 6B.4.2.4 Review and approve documents provided by the Candidate Teacher. Observe Candidate Teacher's classroom performance in order to provide feedback to the bargaining unit member.
 - 6B.4.2.5 Support and guide Candidate Teachers in induction requirements.
 - 6B.4.2.6 Support the Candidate Teacher in the collection of evidence that meets program standards regarding their teaching practice up to the two-year period.
- 6B.5 Compensation
- 6B.5.1 Full time classroom teachers, specialists, or instructional coaches may support a maximum of three (3) Candidate Teachers and will be compensated at the following annual stipends, paid in two parts: in January and June of each year.
 - a. 1st CT = \$3,000
 - b. 2nd CT = Additional \$1,000
 - c. 3rd CT = Additional \$1,000
 - 6B.5.2 Mentors working with Candidate Teachers that clear their S.B. 2042 credential through TIP will be paid an additional \$100 for each credential cleared.
 - 6B.5.3 A bargaining unit member on special assignment may provide TIP 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 TIP should comply with the financial guidelines of this agreement unless otherwise agreed between the Association 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 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.
- 8.2 The parties may, by mutual agreement, reopen this Agreement for the purpose of modifying any Article or portion thereof.
- 8.3 Not earlier than May 1, nor later than July 1, the Association shall submit its reopener/initial proposal.
- 8.4 No later than November 1, or as otherwise mutually agreed, the District shall meet and negotiate with the Association.
- 8.5 The District and the Association may identify and utilize representatives of their choice, and each shall take the responsibility for their team.
- 8.6 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 locked and 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 the presence of the Assistant Superintendent of Human Resources or designee. A log shall 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 routine file maintenance or the 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 Information within the personnel file shall be considered confidential in nature except to the extent that disclosure may be required by law. Any communication regarding its contents will be conducted in a reasonably secure manner.
- 9.2.4 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.
- 9.2.5 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 9.2.4.

- 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 the 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 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 bargaining 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 bargaining 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 bargaining unit member.
- 11.1.4 Sick leave is accumulated without limit.
- 11.1.5 Bargaining 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 bargaining unit members on or before October 1st 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 Bargaining 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 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" (See Article 17.13), 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 bargaining 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 bargaining unit member who sustains a work-related injury or illness shall report the injury/illness within one (1) business day, unless the injury and/or treatment for the injury prevents the bargaining unit member from reporting, to the supervisor or the District Workers' Compensation administrator.
- 11.2.2.2 Bargaining 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 bargaining unit member's responsibility to inform the treating physician that the injury/illness is work related.
- 11.2.2.3 Bargaining 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 bargaining unit member shall not return to work without first providing this information.
- 11.2.2.4 A Workers' Compensation packet should be filed by the employee within two (2) business days, unless the injury and/or treatment for the injury prevents the bargaining unit member from reporting. The injured employee shall return the Employee Claim form as soon as possible to ensure proper reporting.
- 11.2.3 Industrial Accident and Illness leave shall be for not less than sixty (60) days during which the schools are required to be in session, or when the bargaining unit member otherwise would have been performing work for the District, in any one fiscal year for the same accident.
 - 11.2.3.1 Effective July 1, 2012, if a bargaining unit member is out for half or less of the contracted hours due to industrial accident leave usage entitlement, the unit member shall only have one-half of a day deducted from the bargaining unit member's Industrial Accident leave entitlement.
 - 11.2.3.2 Effective, July 1, 2012, if a bargaining unit member is out for more than half of the contracted hours due to industrial accident usage entitlement, the bargaining unit member shall have a full day deducted from the bargaining unit member's Industrial Accident leave entitlement.
- 11.2.4 Industrial Accident and Illness 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 bargaining 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 bargaining unit member's salary and shall deduct retirement, other authorized contributions and any

compensation provided the bargaining unit member under this Section.

- 11.2.8 On termination of the industrial accident or illness leave, the bargaining 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 bargaining 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 bargaining 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 bargaining 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 bargaining 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 bargaining unit member or the immediate family of the spouse or domestic partner of the bargaining unit member including step relatives; as well as the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the bargaining unit member, or any person living in the immediate household of the bargaining unit member and registered on the District Employee Emergency Card. This definition of immediate family can be appealed by a bargaining unit member to reflect more diverse and unique family dynamics.
- 11.3.4 Members of the bargaining unit shall be entitled to one (1) day of full paid release time in the event of the death of a current student of record, to attend the offered services for the student. This provision is contingent on the bargaining unit member securing a substitute teacher from the District substitute list for the day of the service and Section 14.5 shall not apply.
- 11.3.5 Any additional days requested beyond those provided by this Section shall be handled through the provisions of personal necessity leave.

11.4 Personal Leave

- 11.4.1 The District may approve leaves of absence for permanent employees for personal reasons without pay, upon the approval of the Assistant Superintendent, Human Resources. Personal 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 bargaining 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 bargaining 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 bargaining 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 bargaining 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 bargaining 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 bargaining 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 bargaining unit members.

11.7 Maternity Leave

- 11.7.1 In conformance with California Education Code Section 44956, any bargaining 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 the bargaining unit member's accumulated sick leave.
- 11.7.3 The length of the maternity leave, including the beginning and ending dates, shall be determined by the bargaining unit member and the bargaining unit member's physician.
- 11.7.4 A bargaining 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 the bargaining unit member experiences a disability as herein defined.
- 11.7.5 If the District has cause to suspect abuse, the District may require the bargaining 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 the bargaining unit member's pregnancy and one (1) year after a child is born to the bargaining unit member. The bargaining unit member shall request the leave, in writing, at least thirty (30) days prior to the date on which the bargaining unit member's leave is to begin. The bargaining unit member shall include with such notice a physician's statement certifying the bargaining unit member's pregnancy, or a copy of the birth certificate of the bargaining unit member's child, whichever is applicable. A bargaining unit member who is pregnant may continue in active employment throughout the bargaining unit member's pregnancy as long as the bargaining unit member 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 bargaining unit member on this leave, unless the bargaining unit member works the equivalent of at least seventy-five percent (75%) of the school year.
- 11.8.6 Any bargaining unit member who has been on 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 bargaining 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 bargaining unit member who is on an unpaid parental leave of absence.

11.8A Maternity/Paternity/Bonding Leave

- 11.8A.1 Under the California Family Rights Act and Education Code Section 44977.5, an employee who qualified for a CFRA leave may take a maternity/paternity/bonding leave

of up to 12 workweeks. (The District will comply with the coordination between CFRA and Education Code bonding leave.)

11.8A.1.1 For purposes of this section, "maternity/paternity/bonding leave" is defined as leave for reason of birth of a child of the employee, or the placement of a child with an employee in connection with adoption or foster care of the child by the employee.

11.8A.2 During each school year, when a person employed in a position requiring certification qualifications has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from the bargaining unit member's duties on account of maternity/paternity/bonding leave pursuant to section 12945.2 of the Government Code and Education Code Section 44977.5, for a person of up to 12 workweeks, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due to the bargaining unit member for the remaining portion of the 12 work week period in which the absence occurs, shall not exceed the differential pay. Differential pay shall be paid as provided in Section 11.9.1 below, i.e. the amount deducted from the salary due the teacher, which shall not exceed the amount that would have been paid a substitute is obtained. However, in no event shall the amount received by the employee be less than 50% of the bargaining unit member's regular salary for the remaining portion of the 12 workweek period.

11.8A.2.1 The 12-workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of maternity/paternity/bonding leave pursuant to Section 12945.2 of the Government Code and Education Code Section 44977.5.

11.8A.2.2 An employee shall not be provided more than one 12-workweek period during and 12-month period. However, if a school year terminates before the remainder of the 12-workweek period is exhausted, the employee may take the balance of the 12-workweek period in the subsequent school year as long as it is before the 12-month leave period expires.

11.9 Extended Illness Leave – 100 Days/Differential

11.9.1 Any bargaining 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 to the bargaining unit member shall not exceed the amount paid to the substitute. In the event a substitute is obtained by way of blue slip or if no substitute is obtained, the amount deducted will be the long- term substitute rate. 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 Bargaining 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 bargaining 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 bargaining 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 bargaining unit member is medically able to return from the reemployment list, the bargaining unit member shall be assigned to a position for which the bargaining unit member 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 bargaining 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 bargaining 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 bargaining 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 state wide election, the bargaining 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 bargaining 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 Bargaining unit members must give at least two (2) working days notice that the above time off is required to enable the bargaining 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. Bargaining unit members may petition the Human Resources Department for up to five (5) additional days, which may be awarded at the department's sole discretion as limited by 11.11.1.

- 11.11.1 Bargaining unit 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 bargaining 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 the bargaining unit member's child; in cases where the bargaining 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 bargaining unit member or the immediate family; for religious observances; and for attendance at weddings or ceremonies honoring the bargaining unit member or members of the immediate family.
- 11.11.2 Immediately upon return, the bargaining unit member shall complete the appropriate District form 4157-1-PER 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 bargaining 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 bargaining unit member's request to use personal necessity leave shall be submitted to the Site Administrator or designee on the appropriate District form 4157-1-PER 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 bargaining 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 bargaining 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 bargaining unit members appointed by WTA and two bargaining unit 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 the bargaining unit member has exhausted all of the bargaining unit member’s 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 the bargaining unit member continue 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 10th 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 10th of the month, the bargaining 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 bargaining 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 Bargaining 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 bargaining unit member and continued from year to year until canceled by the bargaining unit member.
- 11.16.10 Cancellation may be done at any time, but the bargaining 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 bargaining unit members cancels.
- 11.16.11 Contribution shall be made between July 1 and September 30 of each school year. Bargaining 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 bargaining unit members and those bargaining unit members returning from leave.

- 11.16.12 The annual rate of contribution by each participating Bargaining 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 bargaining unit members. Those bargaining 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 is not subject to the grievance procedure.

11.17 Military Service Disability Leave

Any bargaining unit member who was hired on or after January 1, 2017 and is a military veteran with military service-connected disability rated at 30% or more by the United States Department of Veteran Affairs, shall be entitled to an additional ten (10) days of sick leave during the first three (3) years of employment. The additional ten (10) paid military service disability sick leave days shall be for the purpose of undergoing medical treatment for his/her military service-connected disability. Upon notification by the bargaining unit member of a military service disability, the District shall notify the bargaining unit member of this leave. This leave must be used during the three (3) years of employment with WUSD. Any leave unused shall be forfeited after 36 months from hire date. This leave is not transferable to another District or for service credit for State retirement purposes.

ARTICLE 12: SAFETY CONDITIONS OF EMPLOYMENT

12.1 A bargaining unit member shall not knowingly be required to work under unsafe conditions.

12.2 Maintenance

12.2.1 A bargaining unit member shall notify their Site Administration of any known or suspected unsafe working conditions, facilities, and equipment on the "Unsafe Conditions Report". The District shall investigate all conditions which are reported by bargaining unit members to be unsafe, hazardous, unhealthy, or potentially dangerous and will have the condition(s) appropriately addressed. The District shall institute such emergency safety precautions as it deems necessary. Site Administration will acknowledge receipt of the notice of Unsafe Conditions Report within three (3) working days. If the Site Administrator is not immediately available or does not respond promptly, the Superintendent shall be notified. They shall render a written response to the bargaining unit member.

12.2.2 As part of the year end checkout process, bargaining unit members shall submit an "Unsafe Conditions Report" for any repairs, replacements, or needed safety equipment in the classroom. Upon the return to school each year, Site Administration will provide bargaining unit members the status of repairs, replacements, and other remedies.

12.3 Emergencies

12.3.1 In case of emergencies such as fire, flood, or other acts of nature, the bargaining unit member shall exercise prudent judgment, assuring the security of all students under their charge, as far as they are able with all emergency exits clearly marked and ADA accessible. Employees must be able to open an exit route door from the inside at all times without keys, tools or special knowledge. A device such as a panic bar that locks only from the outside is permitted on exit discharge doors. (29 C.F.R. 1910.36(d)(1))

12.3.2 The District will establish appropriate procedures, including but not limited to, emergency evacuation drills held four times per academic year, procedures for intruders on campus, students displaying violent behavior and other dangerous situations. These procedures will be reviewed annually at staff meetings and made available to all bargaining unit members at the site at the beginning of the school year.

12.4 Safety Committee

12.4.1 By October 1, each site shall establish a "Safety Committee".

12.4.1.1 Each site Safety Committee will meet at least once each quarter. The site Safety Committee will establish, maintain, implement, and review the safety procedures for their site as related to California Education Code. If necessary, additional meetings may be held. Site Administration will advise site Safety Committee members of any incident(s) related to school/site safety and security.

12.4.1.2 Each site Safety Committee may request to meet with District Administration to discuss school/site safety and security concerns.

- 12.4.2 By October 1, the District shall establish a District-wide Safety Committee that meets a minimum of four (4) times per year.
 - 12.4.2.1 The committee's work will focus on safety priorities and policies established by the Board of Education and site concerns.
 - 12.4.2.2 A bargaining unit member from each site Safety Committee will participate on the District-wide Safety Committee.
 - 12.4.2.3 The Association will appoint two (2) bargaining unit members to participate on the District- wide Safety Committee.
 - 12.4.2.4 A bargaining unit member along with a District representative shall serve as co-chairs of the Committee. Co-chairs will work together to develop agendas, facilitate meetings, publish minutes, represent the committee, and provide two (2) written reports to the WUSD School Board, one (1) in the fall and one (1) in the spring.
- 12.5 Multiple means of viable 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, in consultation with the bargaining unit member, will determine whether additional safety precautions are necessary.
 - 12.5.1 An administrator or designee shall be present on campus at all times during designated hours of operation specific to each site.
 - 12.5.2 An administrator or designee shall be present at a site during all after-hours school sponsored events, such as, sporting, social or parent/family programs. If a designee is utilized, staff shall be notified, in writing, including the contact information for the designee.
 - 12.5.3 Bargaining unit members shall not be designated to direct street traffic. Each site shall facilitate the safe drop off and pick up of students. Bargaining unit members shall not be used to displace classified staff from his/her regularly scheduled duties.
- 12.6 In situations that fall within the scope of District employment, bargaining 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. Bargaining unit members shall not be required to physically intercede in altercations. Bargaining unit members are required to seek immediate assistance in such circumstances and notify Site Administration or designee as soon as possible.
 - 12.6.1 In accordance with Ed Code 44807, a bargaining unit member shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of the bargaining unit member's duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise. In no event shall this control exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.
 - 12.6.2 The District shall provide on-going safety training to staff and provide safety topics to sites to be reviewed with staff during staff meetings. The District will provide adequate

time during the contract day, at the beginning of the school year, to allow bargaining unit members to complete the required training on sexual harassment, mandated reporting and/or any other required training.

- 12.7 Bargaining unit members shall not be subjected to discriminatory harassment, assault, written or verbal abuse, or threat by parents and/or other individuals. Bargaining unit members shall immediately report cases of discriminatory harassment, assault, written abuse, verbal abuse, or threat suffered by them in connection with their employment to their immediate supervisor. If attacked, assaulted, or physically threatened by any pupil, the bargaining unit member will report to Site Administration and law enforcement. Once reported, bargaining unit members shall meet with Site Administration to discuss appropriate measures. Site Administration will acknowledge the receipt of the complaint in writing within three (3) working days. If the Site Administrator is not immediately available or does not respond promptly, the District Administration shall be notified. District Administration shall render a written response to the bargaining unit member. The District shall institute such emergency safety precautions as it deems necessary to ensure the safety and well-being of the bargaining unit member and notify the bargaining unit member of any measures taken. Continued harassment or abuse as defined here will be considered an unsafe condition as defined in 12.1.

12.7.1 As per Ed Code 49079, a bargaining unit member shall be provided, 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 bargaining unit member, the police and the courts in such situations.

12.7.2 At the beginning of each school year, each site shall review safety procedures and provide instruction on how to access the District's policy for student discipline (Education Code Section 48900). 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.

12.7.3 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.

12.7.4 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.

12.7.5 Teachers will be informed of a student who is subject to reporting according to Education Code § 49079 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.

- 12.7.6 Teachers will have access to all confidential disciplinary files for students in their classes. When the District receives notice that a student is on probation, the District shall promptly notify the student's teacher(s), in writing and provide contact information for the student's probation officer, if known. Probation information shall be treated as confidential. Bargaining unit members will notify the Site Administration prior to contacting the probation department.
- 12.7.7 In instances where it has been determined that a student has engaged in assault, written abuse, verbal abuse, or has threatened a bargaining unit member, a behavior contract will be written. The bargaining unit member involved will receive a copy of the behavior contract.
- 12.7.8 A Site Administrator shall review the Student Behavioral Expectations Handbook with bargaining unit members, including the Board adopted Dress Code by September 1 of each school year.
- 12.7.9 Support shall be provided to bargaining unit members to assist them with students who demonstrate emergent and immediate needs, students with a behavior support plan, and students identified through the Multi-Tiered Systems of Support process. This support shall be provided by behaviorists, mental health professionals and/or other appropriate resources.
- 12.7.10 Bargaining unit members shall not be utilized as the sole source of security. Any bargaining unit member assigned to supervision and/or security duties outside of school hours shall be provided with a functioning means of communication, necessary equipment including keys, and contact information for the administrator or designee on site.
- 12.7.11 When the District is made aware of a student's medical requirement(s), the student's teacher(s) shall be notified promptly, in writing, of the student's medical requirement(s) to the extent allowed by law (e.g., HIPAA). Classroom teachers shall not be designated the primary caregivers or placed in charge of medication or medical procedures of students. In the event of an emergency, every effort will be made to assist students. All classrooms shall be equipped with a first aid kit, including a CPR mouth barrier.
- 12.7.12 Bargaining unit members who teach students who have a 1:1 aide shall have the support of that student's assigned para-educator during the student's school day.
- 12.8 As defined herein, the District shall reimburse a bargaining unit member up to \$500.00 for any out-of-pocket loss, damage or destruction of personal property of the bargaining unit member sustained in situations that fall within the scope of District employment. A bargaining unit member may petition the Board for reimbursement beyond the stated limits.
 - 12.8.1 Upon request submitted to Site Administration, the District shall provide certificated personnel with a convenient place in the classroom or other primary work area which personal belongings can be secured at each site.
 - 12.8.2 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 bargaining unit member in case of stolen property.

- 12.8.3 A bargaining 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.
- 12.9 A District Handbook for Parents shall be distributed to bargaining unit members and parents at the beginning of each school year. Safety information shall be included in this handbook.
- 12.10 The District shall begin an immediate program to communicate the status of work orders by providing a response to any bargaining unit member who has submitted a work order which indicates the work order has been received and is in process. The District shall conduct an annual survey by June of each year of all employees regarding the cleanliness, safety and security of all district facilities. The District will meet with a joint committee of the Association and CSEA members to discuss and review the results of the survey by September 30 of each year. The results of the survey shall be summarized in the annual report from the Risk Manager to the School Board by the final board meeting in November.
- 12.11 The District agrees to institute a system of visitor registration which requires identification for on campus visitors and an office check-in procedure. Should an individual fail to comply with the visitors' registration check-in procedure, the Site Administration will be notified. Refusal to comply with the visitor(s) registration check-in procedure will result in additional measures including calling the police. Signs indicating the legal requirement to check in with the office will be prominently displayed at designated public entrances and perimeter gates.
- 12.11.1 Access to the sites during school hours will be limited to District employees and properly identified visitors with site issued identification.
- 12.11.2 Each site shall establish a designated parent/guardian wait area, including signage, designed to facilitate the safe drop off and pick up of students while limiting the adults on campus during the school day. Families who wish to stay with students in the morning, will remain in the designated area until the start of their grade level's first bell. If parents need to be on campus after their grade level's first bell, then they will follow the protocols set forth in 12.11. This will be consistently monitored by Site Administration. This information shall be located in school site issued handbooks. Signs shall be installed clearly and prominently directing the parents/guardians to the designated wait area.

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. Professional duties shall not include mandatory attendance at events outside of the designated work year/day or adjunct duties.
- 14.1.2 All high school full-time teachers shall be on campus ten (10) minutes before the start of the instructional day until the end of the instructional day, and K-8 full-time teachers shall be on campus at the start of the instructional day until ten (10) minutes after the end of the instructional day available for duty to assist in any situation where the health and safety of students would be adversely impacted.
- 14.1.3 The parties agree that changes that substantially impact unit member duty 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 the Association 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 Faculty Meetings

Notice of faculty meetings shall precede the meeting by forty-eight (48) hours. An agenda shall be provided prior to the meeting. Sites will hold not more than two (2) faculty meetings per month, not to exceed one-hour in duration.

14.3 Duty-Free Lunch Period

A duty-free lunch period shall be provided each unit member. It shall be at least thirty (30) consecutive minutes, exclusive of passing periods and supervision of students. Upon notifying the school office a teacher may leave campus during his/her duty-free lunch, unless there is a school emergency.

14.4 Adjunct Duties

Adjunct duties shall be defined as professional duties outside the unit member's defined day and not inclusive of after school student supervision. All adjunct duties will be student and school based in order to promote the District's programs and objectives.

- 14.4.1 Unit members shall receive clear, written, duty expectations which include time requirements, responsibilities and emergency protocol.
- 14.4.2 During adjunct duties, a viable means of communication shall be provided. Unit members shall not direct or supervise individuals under conditions known to be unsafe.
- 14.4.3 Unit member participation in adjunct duties will be equally assigned.
- 14.4.4 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.
- 14.4.5 A list of adjunct duties shall be determined with input from the staff and unit members shall not be required to perform more than twelve (12) hours per year.
- 14.4.6 Special education teachers who conduct the majority of their IEPs after school will be exempt from adjunct duties.

14.5 Criteria for Obtaining Substitutes

- 14.5.1 Substitutes will be obtained for bargaining unit members. In emergencies, every effort will be made to provide substitutes who are willing to substitute by using the following criteria, in this order:

- 14.5.1.1 Substitutes from the District substitute list.
- 14.5.1.2 Teachers during their preparation period, who will receive compensation for their lost preparation period.
- 14.5.1.3 Student teachers in their assigned classroom with the mutual consent of the master teacher, principal, and university coordinator.
- 14.5.1.4 On-site teacher specialists
- 14.5.2 If an absence is not filled per 14.5.1, site administrators will exhaust all choices from the following list of available support staff: counselors (with appropriate credential), teacher specialists (TOSAs and Program Specialists), and the site administrators.
- 14.5.3 When site administration is unable to identify possible classroom supervision, he or she may combine classes.
 - 14.5.3.1 If combined classes are necessary, each unit member who agrees to accept, or is assigned additional students, will be compensated as per Article 17.11.4.3.or Article 17.11.5.3. A list of students the member will be receiving will be provided by the office at the time of the students' arrival.
- 14.5.4 As a last option, site administration may recall a teacher from a district workshop or staff development activity.

14.6 TK-8 Non-instructional Duties

- 14.6.1 TK-8: It is the intention of the District and the Association 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.
- 14.6.2 The District will employ appropriate classified employees to perform these supervision duties thereby providing the opportunity for more teacher preparation.

14.7 Preparation Time

- 14.7.1 No unit member shall be required to relinquish their preparation period except in accordance with the provisions of the agreement Article 14.5 and as otherwise allowed by current contract language.
- 14.7.2 Special Education credentialed and assigned teachers with no designated preparatory time will be provided one day per quarter on-site quarterly release time in order to work on IEPs. This time will be pre-arranged and coordinated with the site administration.
- 14.7.3 The regular day kindergarten/extended day kindergarten/transitional kindergarten teacher will be provided 30 minutes preparation time daily. Individual schedules shall be worked out mutually with the teacher and the site administrator.
- 14.7.4 Grade 1-3 teachers will be provided 90 minutes preparation time in 2018-2019, 2019 2020, in a five (5) day week. Beginning in 2020-2021 Grade 1-3 teachers will be provided with 120 minutes of preparation time in a five (5) day week.
- 14.7.5 Grade 4-5 teachers will be provided 120 minutes preparation-time in a five (5) day week.

- 14.7.6 Prior to the start of the school year, the District shall develop a schedule for weeks containing only four (4) instructional days in order to provide all grade 1-5 teachers an equitable amount (an amount less than 120 minutes) of preparation time during these four (4) day weeks. With the exception of the first and last weeks of school, preparation time missed on weeks with three (3) or less instructional days will be provided by a substitute teacher within three (3) days or be compensated.
- 14.7.6.1 In the event that preparation time is missed, unit members may elect either Blue-slip time off or paid time as per Article 17.11.4.4 or 17.11.5.4.
- 14.7.7 Unit members who provide instruction during preparatory periods at the 1st-5th grade levels shall receive 120 minutes of preparatory time per week. However, if these unit members also provide two (2) or more periods per day of departmental instruction (6-8), they shall receive a daily preparation time equal in length and frequency to a 6-8 teaching period.
- 14.7.8 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.
- 14.7.9 Full time teachers assigned to a 4 x 4 schedule shall have one (1) preparation period per day.
- 14.7.10 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 or during a school emergency.

14.8 Instructional Minutes

14.8.1 Instructional minutes: Regular School Day

Preschool	360 minutes
Transitional Kindergarten	200 minutes
Kindergarten	200 minutes
Kindergarten (Extended Day)	260 minutes
First – Third Grades	300 minutes
Fourth – Fifth Grades	320 minutes
Sixth – Eighth Grades	345 minutes
Ninth – Twelfth Grades	392 minutes

Instructional minutes: Minimum School Day

Preschool	N/A
Transitional Kindergarten	200 minutes
Kindergarten	200 minutes
Kindergarten (Extended Day)	200 minutes
First – Third Grades	245 minutes
Fourth – Fifth Grades	260 minutes
Sixth – Eighth Grades	275 minutes
Ninth – Twelfth Grades	295 minutes

- 14.8.2 Start time will be when the instructional bell rings.
- 14.8.3 Every effort will be made to maintain the same starting and ending times and the same number of total daily recess minutes within each grade level at all sites.
- 14.8.4 Regular Day Kindergarten/Transitional Kindergarten (TK)

When not providing instruction or using preparation time for their own students, kindergarten/transitional kindergarten teachers shall provide instructional support to the unit member teaching the opposite of the AM/PM day. Should there be an odd number of kindergarten/transitional kindergarten classes, the teachers' schedule for

the remainder of the day shall be worked out mutually with the teachers and the site administrator.

14.8.5 Extended Day Kindergarten

- 14.8.5.1 Extended day Kindergarten Program is defined as a day that goes beyond state instructional minute requirements.
- 14.8.5.2 When not providing instruction or using preparation time for their own students, the member's schedule for the remainder of the day shall be worked out mutually with the teacher and the site administrator.

14.8.6 Grades 6-8

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 14.10.

- 14.8.6.1 Full time (6-8) teachers teaching on an A/B six (6) period schedule shall not be required to teach classes that require more than four (4) preparations per semester. Teachers shall be chosen utilizing selection criteria in 14.10.
- 14.8.6.2 If a teacher is assigned more than four (4) preparations they shall be excused from adjunct duties during that time period.
- 14.8.6.3 Teachers (6-8) who teach classes that require more than four (4) preparations per semester shall be compensated at the hourly rate computed by dividing their per diem rate on the current teachers' salary schedule by 6 for the duration of the length of the assignment.
- 14.8.6.4 Unit members relinquishing their daily preparation period may elect either blue slip time off or paid time as per Article 17.11.4.1 or Article 17.11.5.1.

14.8.7 4 X 4 Schedule

Full time teachers assigned to a 4 x 4 schedule shall teach three (3) periods 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. 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) preparation periods. Exceptions will be by mutual consent. If a teacher is assigned three (3) preparation periods they will be excused from adjunct duties.

- 14.8.7.1 Unit members relinquishing their daily preparation period may elect either blue slip time off or paid time as per Article 17.11.4.2 or 17.11.5.2.
- 14.8.7.2 Other extended day programs are not subject to the above conditions.
- 14.8.7.3 Unit members shall be notified two weeks prior to Winter Break of the classes they will be teaching for the next term.

14.8.8 Teaching periods/instructional minutes for Teachers on Special Assignment,

Activities Director, Athletic Director, Department Chairs, Reading/Math Coaches, etc. shall be proportionate to the amount of teaching periods/instructional minutes as their colleagues at the site to which they are currently assigned.

14.9 Changes to Schedule

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.

14.10 Preparation Period Buy-out

- 14.10.1 The District shall have the right to assign teachers who indicate a willingness in writing to teach one (1) 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 (1) semester and may be renewed for the final semester during the school year.
- 14.10.2 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 annually by the Association and the Superintendent or his/her designee.
- 14.10.3 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 5.3.2 of this collective bargaining agreement to determine which teacher or teachers it shall assign.
- 14.10.4 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 the total number of teaching periods in a regular school day for the number of contract days of the assignment.

14.11 Professional Learning Time (PLT) (Grade/Department-Level, Site-Level, District-Level)

- 14.11.1 There will be a total of thirty-five (35) sixty (60) minute meetings calendared on Wednesdays throughout the school year for grades 9-12. There will be a total of thirty-four (34) sixty (60) minute meetings calendared on Wednesdays throughout the school year for grades TK-8. If a school year calendar has more weeks than are listed in this article, that week's Wednesday will be considered outside the PLT and serve as teacher directed preparation time.
- 14.11.2 Professional Learning Time shall be defined as time when site, cross-school, or district wide professional learning communities meet to improve student learning through an organized arrangement of planned activities. This time is not to include meetings relating to general school operations.
 - 14.11.2.1 Professional Learning Time (PLT) activities:
 - 14.11.2.1.1 Identify and analyze evidence of student learning and engagement
 - 14.11.2.1.2 Develop common assessments

- 14.11.2.1.3 Analyze student assessment data
- 14.11.2.1.4 Create, develop, and modify units of study
- 14.11.2.1.5 Develop strategies to build on student strengths and address areas where support is needed
- 14.11.2.1.6 Plan strategies for interdisciplinary /disciplinary/ grade level instruction while facilitating communications between grade level, subject area, and articulated K-12 communities
- 14.11.2.1.7 Identify and analyze student outcomes in order to apply Multiple Tiers of Student Support (MTSS)
- 14.11.2.1.8 Share best practices
- 14.11.2.1.9 Apply new knowledge in the next cycle of continuous improvement (plan, act, reflect, revise)
- 14.11.3 In order to develop and modify a multi-year professional learning plan that supports the instructional objectives of the district and that improves the access of teachers to quality staff development, the Educational Services Department will maintain the use of regular/ongoing surveys for professional learning time. Survey results will be shared on a regular basis in order to help support better understanding of decisions made in regards to the planning and the conducting of professional learning opportunities. The department will also utilize teacher feedback, student data, and general observations to support decisions regarding the use of PLT.
- 14.11.4 Grade level/department PLT agendas will be developed by teachers and provided to the site administrator at least 24-hours in advance.
- 14.11.5 Site level PLT content and outcomes shall be jointly developed with staff input and the on-site teacher leadership team. The site administrator will be responsible for providing an agenda for each site level session at least 24-hours in advance.
- 14.11.6 District level PLT content outcomes shall be developed by district leadership and an agenda will be provided a week in advance.
- 14.12 Parent Conferences (Grades TK-8)
 - 14.12.1 Parent conferences may be scheduled ~~on~~ up to five (5) minimum days of the fall semester and up to three (3) minimum days of the spring semester.
 - 14.12.1.1 Spring conferences are to be held primarily for students not meeting grade level standards or experiencing ongoing behavioral issues.
 - 14.12.2 Each site administrator shall determine conference time and procedures after input from the site staff as a result of their grade level meetings.
 - 14.12.3 During all required conference time periods, an administrator or designee shall be on site. A viable means of communication shall be established and communicated.
 - 14.12.4 Unit members shall normally be scheduled to attend not more than fifteen (15) hours of conferences during designated fall conference days. Unit members

shall normally be scheduled to attend not more than nine (9) hours of conferences during designated spring conference days.

- 14.12.5 Parent conferences shall normally be scheduled prior to 5 pm.
- 14.12.6 Conferences outside the designated times may be arranged by individual unit members with the approval of the site administrator.
- 14.12.7 Parent conferences at each site shall include all general education teachers who provide instruction to students.
 - 14.12.7.1 Due to the large number of student contacts, grades 6-8th parent conference procedures will prioritize at-risk students and parent requests for conferences. These procedures will be determined in accordance with Article 14.12.1.2.
- 14.12.8 The District will advise principals that the grade reporting window will be extended to include the days designated for parent conferences. These days may also be used for the preparation of standards-based report cards.

14.13 Teaching Outside of the Defined School Day

- 14.13.1 For the purpose of Article 14.13, "Teaching" is defined as instruction for which attendance is tracked for ADA purposes and course credit may be earned. Courses taught outside the defined school day must be listed on the bell schedule.
- 14.13.2 Teaching outside of the defined day will be implemented in the same manner as classes scheduled during the regular school day. A substitute teacher will be hired if the regular teacher is absent.
- 14.13.3 The classes will be taught on instructional days as defined in Article 15.
- 14.13.4 A site administrator will be present on campus during all instructional times.
- 14.13.5 The District shall have the right to assign teachers who indicate a willingness in writing to teach outside of the defined day. If the number of volunteering teachers exceeds the available number of assignments, then the criteria listed in Article 5.3.2 shall be followed.
- 14.13.6 Full time teachers who teach outside of the defined day, shall teach the same number of periods and have the same amount of preparatory time as teachers teaching within the defined day.
- 14.13.7 If teaching outside of the defined day, results in a Preparation Period Buy-Out, then Article 14.10 will be followed.

14.14 Miscellaneous

- 14.14.1 Minimum days scheduled for the day before winter break, spring break, or during the last days of school shall be designed for teacher work such as final grading, report card preparation, and end-of-year/semester closeout activities. Group meetings on this time shall be called only for emergency purposes.
- 14.14.2 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.

- 14.15 This Article 14, excluding Article 14A, shall not apply to ECE Full Day and ECE AM/PM 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 Unit members including ECE, 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.
- 14A.6 Renewal of Shared Contract: 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.
- 14A.9 Provisions of a Shared Contract 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 work days shall be as follows:

(184) Classroom Teacher
(184) Teacher on Special Assignment
(184) Speech Language Pathologist
(199) School Psychologist
(191) Nurse B
(199) Counselor, Social Worker
(199) Librarian
(199) Program Specialist
(212) Program Specialist Alt Ed
(184) Special Day Class (SDC) Preschool Teacher
(179) AM/PM ECE Teacher
(230) Full day ECE Teacher

15.2 There shall be two (2) in-service 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.

15.3 There shall be two (2) Professional Learning Days during the school year. Professional Learning Days will be designed to support District initiatives and goals for improving student achievement while aligning to research and participant feedback that helps to provide meaningful experiences and outcomes for teacher participants.

15.4 A Calendar Committee of equal representation of the Association, CSEA, and District will meet prior to February 1st to build instructional calendars (Traditional and Early Childhood Education (ECE)) for the two (2) subsequent years. 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. Recommendations of this committee will go to the respective bargaining units prior to March 1st. All subsequent calendars are to be approved by the Board of Education no later than April 15.

15.5 Once approved, calendars shall be as attached in Appendix B-1 and posted on the District Web Page.

15.6 High School Calendar

The high school calendar shall include one hundred eighty (180) instructional days, with forty-seven (47) minimum days and one hundred thirty-three (133) regular school days.

15.6.1 The minimum days will include:

Twenty-two (22)	Grade Level/Department PLT
Eight (8)	Site-Level PLT
Five (5)	District-Level PLT
Two (2)	Back-To-School Night/Open House
Two (2)	First Term Midterms
Two (2)	First Term Finals
One (1)	Day before Winter Break
Two (2)	Second Term Midterms
Two (2)	Second Term Finals
One (1)	Last Day of School

15.7 Middle School Calendar

At a middle school serving grades 6-8, the middle school calendar shall include one hundred eighty (180) instructional days, with forty-seven (47) minimum days and one hundred thirty-three (133) regular school days.

15.7.1 The minimum days will be designated as:

Twenty-one (21)	Grade Level/Department PLT
Eight (8)	Site-Level PLT
Five (5)	District-Level PLT
Eight (8)	Parent conferencing
One (1)	Day before Winter Break
One (1)	Day for Back-To-School Night
One (1)	Day for Open House
Two (2)	Days for the End of the Year

15.8 Elementary School Calendar (K-6 /K-8):

The elementary school calendar shall include one hundred eighty (180) instructional days, with forty-seven (47) minimum days and one-hundred thirty-three (133) regular school days.

15.8.1 The minimum days will be designated as:

Twenty-one (21)	Grade Level/Department PLT
Eight (8)	Site-Level PLT
Five (5)	District-Level PLT
Eight (8)	Parent conferencing
One (1)	Day before Winter Break
One (1)	Day for Back-To-School Night
One (1)	Day for Open House
Two (2)	Days for the End of the Year

15.9 Early Childhood Education (ECE) Calendar

15.9.1 The Special Education (SDC) ECE Teachers will follow the WUSD instructional calendar of the sites on which they are located and work one hundred eighty-four (184) days.

15.9.2 The AM/PM ECE teachers will work one hundred seventy-nine (179) days within the instructional calendar for the site on which they are located.

15.9.3 Full Day ECE teachers will work an instructional calendar of two hundred thirty (230) days.

15.10 Work Year for Non-Classroom Unit Members

15.10.1 Non-classroom unit members' calendars must include the one hundred eighty-four (184) days that classroom unit members work. Contracted days beyond the one hundred eighty-four (184) days will be calendared, agreed upon, and approved by the immediate supervisor prior to May 15th of the preceding school year.

15.10.1.2 If non-classroom unit members, including, but not limited to, psychologists, teachers on special assignment, counselors, nurses, librarians, intervention specialists, program specialists, and speech language pathologists 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.

ARTICLE 16: CLASS SIZE

- 16.1 Within a given grade level or department, the district shall maintain the average class sizes stated in 16.3 and 16.1.4.1 within 10%.
- 16.1.1 Class size average is obtained by dividing the total number of regular classroom teachers into the total number of regular/mainstream students. Students will be included in the class size count of the classroom in which they are receiving instruction.
- 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 and class size averages.
- 16.1.4 When the District participates in class-size reduction programs, those classes will not be included in class size average calculations.
- 16.1.4.1 The class size average for grades TK-3 within a single grade level at a single school site shall not exceed the stated amounts in 16.3. An individual TK-3 class size shall not exceed 26 students.
- 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 size average calculations.
- 16.1.5.1 On or before the 5th day of school, the District and WTA shall meet and mutually agree upon the courses which will be excluded in the calculation of class size averages.
- 16.1.6 On or before the 15th day of school, the parties shall meet to discuss and apply the current class size average calculations with regard to the contract language in article 16.1.4.1 and 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 average calculations 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 16.1.4.1 and 16.3.
- 16.2 Deviations will be submitted to the Superintendent for approval. Should the Superintendent approve classes which do not comply with 16.1.4.1 and 16.3. It shall be his/her responsibility to notify both the Association and the affected parents.

16.3 The class size averages are as follows:

Grade Levels	Class Size/Department Average	Class Sizes Requiring Compensation*
TK-Third	24	25
Fourth-Fifth	28	32
Grades Sixth Through Eighth		
Sixth-Eighth Core	30	34
Sixth-Eighth Elective	32	36
Sixth-Eighth PE	40	45
Grades Ninth Through Twelfth		
Fine Arts	30	34
Career Technical Education (CTE)	30	34
English Language Arts	30	34
Mathematics	30	34
World/Foreign Languages	30	34
Physical Education	40	45
Science	30	34
Social Science	30	34
Counselors, per counseling hour	75	84
Elective	32	36
Special Education	Special Education Classes shall comply with California Education Code and/or SELPA guidelines.	

**When individual class sizes equal or exceed the totals listed in this column, a unit member shall receive compensation as stated in Article 16.3.5. If classes exceed overages, prep period buy-outs and/or additional sections may be considered by the District. For grades 4-5, every effort will be made not to exceed 35 students.*

- 16.3.1 There may be instances where an increase or decrease in the student enrollment in a class or program may be beneficial to the objectives of the class or program. These sections will be offered by mutual, written agreement between the District and the Association on or before the 20th day of school.
- 16.3.2 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.
- 16.3.3 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.

16.3.4 When two or more classes of the same grade level or subject are housed at the same site, administration shall strive to maintain a balance between the largest and smallest classes of the same grade level or subject.

16.3.4.1 The District shall have the right to assign students to teachers who indicate a willingness in writing to exceed the class sizes listed in Article 16.3. If the number of volunteering teachers exceeds the available number of assignments, then the criteria listed in Article 5.3.2 shall be followed.

16.3.5 If on the 20th day of each quarter, a unit member's class enrollment exceeds the amounts stated in 16.3 or caseloads in 16.4, the unit member shall receive a stipend for that quarter as indicated below:

16.3.5.1	Elementary Teachers (TK-5)	\$300/quarter
	Grades 6-8	\$60/period/quarter
	9-12	\$100/period/quarter

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 When additional students are scheduled to be added to a preparation class, the affected teacher will be provided an opportunity to first discuss and then create plans for accommodating the additional students. Accommodations may include any additional staffing, space, and equipment needs.

16.6 Early Childhood Education Programs and the SDC Preschool Program 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 twelve (12) years of teaching experience at the rate of one (1) year of experience and be placed on Step 13.
 - 17.1.1.1 Upon employment, speech language pathologists (SLP) will be provided salary credit for every year of speech language pathologist experience in the public schools up to a maximum of fifteen (15) years.
 - 17.1.1.2 Upon employment, a school psychologist will be provided salary credit for every year of school psychologist experience in the public schools.
- 17.1.2 Teachers entering the District after completing an embedded BA-Credential program shall be placed in Group III (BA +30), at the appropriate step in accordance with section 17.1.1 when hired.
- 17.1.3 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.
- 17.1.4 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.
- 17.1.5 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.
- 17.1.6 An intern teacher shall be placed on the floating cell of the Certificated Salary Schedule found in Appendix A.
 - 17.1.6.1.1 Intern experience will not be counted for movement on the salary schedule.

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, and 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 the number of calendar months in which a unit member has one or more contracted work days. Current salary payments are made in eleven (11) monthly installments.
- 17.4.4 Salary payments are made each month as calculated in Article 17.4.3. Payments begin the last workday of the first month of service and end the last day of the last month of service.
- 17.4.5 Income tax, all statutory deductions, retirement contributions, benefit coverage, and any other voluntary deductions are withheld from all regular monthly salary payments.
- 17.4.6 Unit members may elect to participate in the summer pay program offered by the District. In the summer pay program, a portion of the monthly salary is withheld. This withholding is refunded during the month(s) in which the unit member has no contracted work days. No interest is paid to employees for salary withheld.
- 17.4.7 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
Program Specialist Alt Ed	1.22	212
Program Specialist	1.16	199
Counselor, Social Worker	1.15	199
Librarian	1.10	199
Nurse B	1.06	191

- 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.

School Psychologist and Speech Language Pathologist Salary Schedules: During successor contract negotiations in 2017-2018, the parties agreed to revise and enhance the school psychologist and speech language pathologist salary schedules as follows.

- 17.5.4 The new School Psychologist Salary Schedule shall be located in Appendix A. Using the base '17-'18 Certificated Salary Schedule, each cell of the schedule will be calculated by adding an additional thirty-six percent (36%) (consisting of twenty-one percent (21%) to incorporate the existing factor, followed by fifteen percent (15%) to reflect an increase to the existing dollar amount shown in the cell). The number of work days shall be one hundred, ninety-nine (199) days. The School Psychologist Salary Schedule will stop at step eleven (11).

- 17.5.5 The new Speech Language Pathologist Salary Schedule shall be located in Appendix A. Using the base '17-'18 Certificated Salary Schedule, each cell will include the additional stipend of \$2634 noted in the previous contract Article 17, section 17.12.3 followed by a ten percent (10%) increase to reflect an increase

to the existing dollar amount shown in the cell. Additionally, there shall be a stipend listed of \$1856.60 for those Speech Language Pathologist assigned fifty-five (55) or more students as stated in Article 17.10.3. The number of work days shall remain one hundred, eighty-four (184) days.

The new salary schedules can be found in Appendix A.

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: See Appendix A: Salary Schedule – Duties Outside Professional Day/Year
 - 17.6.5.2 Summer School: See Appendix A: Salary Schedule – Duties Outside Professional Day/Year
- 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: Salary Schedule – Duties Outside Professional Day/Year

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 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 Human Resources Department 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.
- 17.8.6 The Teacher-In-Charge (TIC) will be compensated as follows:
- \$20 per hour
- \$140 per day (Seven (7) hours constitutes one(1) day)
- 17.8.7 If an administrator is out more than three consecutive days, the District shall make every effort to provide an interim principal.

17.9 Student Study Team Chairperson

- 17.9.1 The SST Chair is responsible for the coordination and facilitation of student study team meetings. The task shall be compensated at the PL/OHA rate for two (2) hour for each schedule meeting.

17.10 Current Salary Schedule

- 17.10.1 The Certificated Employees Salary Schedules for 2021-2022 are in Appendix A:

The following salary schedule modifications will occur during the term of this contract:

- 17.10.1.1 For the 2021-2022 year, 3% is added to the Certificated Salary Schedule, the School Psychologist Salary Schedule, the Speech Language Pathologist Salary Schedule, and the Early Childhood Education Salary Schedule effective July 1, 2021.

- 17.10.2 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.

- 17.10.3 There shall be a stipend of \$1856.60 for those speech therapists assigned fifty-five (55) or more students.

17.11 Blue Slipping

Blue-slipping is defined as time of compensation earned when:

- 17.11.1 Unit members are requested and voluntarily choose to give up their preparation period to substitute for another unit member's class,
- 17.11.2 Prep time is missed due to the lack of a preparation-time-release teacher, or
- 17.11.3 A unit member accepts additional students due to combined classes (17.11.5.3).

The unit member will have the option of receiving time off-in-lieu of pay or monetary compensation. Opportunities for unit members for "Blue-slipping" shall be shared equitably at each site.

17.11.4 Blue-slipping – Compensation time-off in-lieu-of-pay

Blue-slipping is time that is accumulated on an equal basis (time-period-for-time-period basis) in the following manner:

- 17.11.4.1 On a six (6) period day, six (6) periods of Blue-slipping will constitute one (1) day of Blue-slip time-off-in-lieu-of-pay.
- 17.11.4.2 On a 4 x 4 daily schedule, four (4) periods of Blue-slipping will constitute one (1) day of Blue-slip time-off-in-lieu-of-pay.
- 17.11.4.3 If a unit member supervises another unit member's entire class for the entire school day the unit member may elect to receive one (1) day of time-off-in-lieu-of-pay.
- 17.11.4.4 For TK-5th Grade preparation time, six (6) hours of missed preparation time will constitute one day of Blue-slip time-off-in-lieu-of-pay.
- 17.11.4.5 Whenever possible, as a courtesy, a unit member shall notify the District at least three (3) working days prior to the use of Blue-slip time-off-in-lieu-of-pay days.
- 17.11.4.6 Unit members may not carry over more than ten (10) days of Blue-slip time-off-in-lieu-of-pay annually.
- 17.11.4.6.1 Accrued Blue-slip time-off in excess of ten (10) days will automatically be paid to the unit member at the end of each school year.
- 17.11.4.6.2 An election of Blue-slip time-off-in-lieu-of-pay or monetary compensation must be made prior to June 15th.

17.11.5 Blue-slipping—Monetary Compensation

Instead of receiving Blue-slip time-off-in-lieu-of-pay, unit members may receive

monetary compensation in the following manner:

- 17.11.5.1 On a six (6) period day, unit members will be compensated one-sixth (1/6) the daily rate listed on the Certificated Salary Schedule, Group VI, Step 11 for each period.
- 17.11.5.2 On a 4 x 4 schedule, unit members will be compensated one fourth (1/4) the daily rate listed on the Certificated Salary Schedule, Group VI, Step 11 for each period.
- 17.11.5.3 If combined classes are necessary, each unit member who agrees to accept, or is assigned partial or entire classes, will be compensated at a rate of one-sixth (1/6) the daily rate listed on the Certificated Salary Schedule, Group VI, Step 11 pro-rated by the portion of the reassigned class being accepted and the amount of time the additional accepted students are present.
- 17.11.5.4 For TK-5th Grade missed preparation time, unit members will be compensated at one-sixth (1/6) the daily rate listed on the Certificated Salary Schedule, Group VI, Step 11.
- 17.11.6 School sites will keep a log of time accrued due to Blue-slipping. Logged time will be reported to the Human Resources Office monthly and entered into the Absence Management System. Use of Time-in-Lieu is to be reported into this same management system.
- 17.11.7 Blue-slip time-off in-lieu-of-pay is not transferable except for donations to the Catastrophic Leave Bank.
- 17.11.8 The election form for Blue-slipping will be authorized by WUSD and WTA prior to the implementation of this section.
- 17.14 Except as otherwise indicated in Article 19, Early Childhood Education Programs, 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 The District will coordinate an annual open enrollment period for health, vision and dental coverages to be provided to all unit members. Prior to open enrollment period the District will provide all unit members with information as to the plans offered, including all applicable deductions and employee out-of-pocket expenses.
- 18.3 District Contribution:
- 18.3.1 The District will contribute:
- Employee only, actual costs up to a maximum amount of \$7,444.37 annually for medical insurance premiums;
- Employee + one (1) Dependent and Family, actual costs up to a maximum amount of \$11,616.53 annually for medical insurance premiums.
- For all unit members' dental cost, actual costs up to \$800.00 annually.
- 18.3.2 In those instances where there are two employees from the same family (under the same health plan) with two (2) or more eligible dependent children, when it actually saves District expense, the District may pay the family rate rather than pay the rate for employee plus one (1) for two (2) WUSD unit members.
- 18.3.3 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 ten-month basis. 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.
- 18.3.4 The cost of life insurance policy is paid by the District and is not to be included in the calculations for the limit of the District contribution towards 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 medical insurance of the District, to receive a payment of one-thousand, five hundred dollars (\$1,500.00).
- 18.4.1 For those working less than full-time that are eligible for benefits, this amount will be prorated \$1,500.00 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 Retirees
- 18.7.1 Effective July 1, 2016, to be eligible for retiree health benefits premiums paid by the District at the same rate being paid for active unit members should they elect to retire, the unit member must have ten (10) years of service working in the District and be at least 52 years old. Retiring unit members shall be eligible for the coverage until reaching the first available Medicare age or age of sixty-five (65).
- Any member hired after July 1, 2019, to be eligible for retiree health benefits premiums paid by the District at the same rate (refer to 18.3.1) being paid for active unit members should they elect to retire, the unit member must have ten (10) years of service working in the District, must already be enrolled during the last year of service, and be at least 55 years old.
- 18.7.2 Effective July 1, 2011, unit members who have attained, Step 6 of Group D or Group E of the Children's Center or Preschool Teachers' salary schedule may, age 52 or older, 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).
- 18.7.3 Effective July 1, 2019, unit members who have attained, Step 6 of Group D or Group E of the Children's Center or Preschool Teachers' salary schedule may, at age 55 or older, have their fringe benefit premiums paid by the District at the same rate (refer to 18.3.1) being paid for active unit members, should they elect to retire. Unit member must already be enrolled the last year of service to qualify. Retiring unit members shall be eligible for the coverage until reaching the first available Medicare age or age of sixty-five (65).
- 18.8 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.
- 18.8.1 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.
- 18.8.2 The findings and recommendations of this committee shall be subject to negotiations.
- 18.8.3 During the terms of this Agreement, the District agrees not to change the present insurers without mutual agreement of the Association and to provide the choice of at least two (2) medical benefit providers cumulatively providing a total of at least three (3) different plans.
- 18.9 Unit members terminated before completing a full year of service may, at their expense, continue fringe benefits for another three (3) months.

ARTICLE 19: EARLY CHILDHOOD EDUCATION PROGRAMS

- 19.1 Except as otherwise indicated in this Agreement and as modified below, all Articles will apply to unit members classified Early Childhood Education (ECE) teachers.
- 19.2 Definition
- 19.2.1 Early Childhood Education (ECE) Programs are those programs that focus on the education of children between the ages of three and five years.
- 19.2.2 The Full Day ECE Program, also known as the Children's Center Program offers full day sessions.
- 19.2.3 The AM/PM ECE Program also known as Preschool offers half-day sessions.
- 19.3 ECE Salary Schedule
- 19.3.1 The ECE teachers' salary schedule is contained in the Appendix as Early Childhood Education (ECE) salary schedule. The schedule lists the annual amounts paid to unit members classified as ECE teachers with the qualifications indicated for step and column.
- 19.3.2 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 of 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.
- 19.4 ECE Evaluation
- 19.4.1 ECE teachers will be evaluated in writing no less than every other year by the Program Coordinator of Early Childhood Education.
- 19.5 ECE Professional Development/Parent Conferences
- 19.5.1 Effective July 1, 2012, release time will be given to ECE Program Teachers who attend professional development during duty hours. If professional development is attended outside of duty hours, teachers will receive the stipend rate for attending. The stipend rate will be based upon the ECE substitute daily rate divided by five (5).
- 19.5.2 Effective July 1, 2012, ECE Program Teachers will receive release time during duty hours to conduct parent conferences.
- 19.6 ECE Staff Meetings
- 19.6.1 ECE Program teachers will attend all 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. Sites will hold not more than two (2) staff meetings per month, each not exceeding one-hour in duration. At least one staff meeting per semester will be dedicated to completing and submitting the State mandated forms. If additional time is needed, one hour per semester of monetary compensation will be offered. (Based on the ECE substitute teacher rate divided by five (5).)

- 19.7 The District shall assign staff to ECE classes consistent with the staffing ratios required by state and federal regulations. Every effort will be made to adhere to these ratios when staff are absent.
- 19.8 The ECE programs shall be exempt from participating in collaboration and minimum days.
- 19.9 Full Day ECE Program
- 19.9.1 The Full Day ECE Program is based upon a full-time assignment of eight (8) 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.
- 19.9.1.1 Unit members in the Full Day ECE program are entitled to receive thirty (30) minutes of daily prep time. In the event that a preparation time is missed, unit members shall receive 0.5 hours paid time.
- 19.9.1.2 Unit members in the Full Day ECE 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 Full Day ECE Program certificated personnel.
- 19.9.1.3 Full-time unit members in the Full Day ECE Program earn twelve (12) days sick leave per year.
- 19.10 AM/PM ECE Program
- 19.10.1 The AM/PM ECE Program 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). (Current contract 19.4.3.1)
- 19.10.1.1 AM/PM ECE Program 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.
- 19.10.1.2 Full time unit members in the AM/PM ECE Program earn ten (10) days sick leave per year.
- 19.11 SDC Preschool Program
- 19.11.1 All provisions of the WTA Contract Agreement shall apply to full time unit members in the SDC Preschool Program.
- 19.11.2 Salary Schedule—Unit members in the SDC Preschool Program are placed on the Certificated Teachers' salary schedule contained in Appendix A.

19.11.3 Evaluation

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

19.11.4 Work Year

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

19.12 Early Childhood Education programs are intended to be financially self-sustaining programs contingent upon state and federal funding sources and sufficient enrollment. The District shall not be required to use general fund monies to support the Early Childhood Education Programs.

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 The employee shall be notified within ten (10) working days of the inception of any investigation (Except in cases where notification would compromise, impede, or otherwise impair an investigation of alleged criminal activity or is prohibited by law or governmental order).
- 21.1.2 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 A complaint shall be defined as an alleged misapplication of the district's or school site's policies, regulations, rules or procedures.
- 22.1.1 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.
- 22.6 No reprisals of any kind shall be taken against or by the District, or any member or representative of the District, the Association, or any member of the Association, or the Complainant or any person associated with the Complainant.

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 District shall provide the Association the following new bargaining unit member information in a digital spreadsheet no later than thirty (30) days after hire:
- Member name
 - Home address
 - Work location/work site
 - Phone numbers on file with the District
 - Personal email on file with the District
 - Grade level/assignment
 - Date of hire
 - Seniority date
 - Full time equivalent (FTE) status
 - Employment status (probationary, permanent, temporary, etc.)
 - Type of credential
- 23.3 The District shall provide the Association the bargaining unit member information listed in a digital spreadsheet during the last work week of September, January, and May.
- Member name
 - Home address
 - Work location/work site
 - Phone numbers on file with the District
 - Personal email on file with the District
 - Grade level/assignment
 - Date of hire
 - Seniority date
 - Full time equivalent (FTE) status
 - Employment status (probationary, permanent, temporary, etc.)
 - Type of credential
 - Indication of any unit member on a long-term leave of absence
 - Indication of whether the district is deducting dues for membership
- 23.4 At the time of employment the District shall provide new teachers a current copy of this Agreement and Association membership information.

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 The mileage rate for use of personal vehicle will adjust accordingly to the rate recommended by the Internal Revenue Service. Employee may reference WUSD Board Policy 3350 for more details.

ARTICLE 25: Year Round Education (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.
- 25.6 Substitute Service for Off-Track Teachers

- 25.6.1 Current unit members who are not scheduled for service may serve as substitutes in the District.
- 25.6.2 Unit members who substitute during their off track period shall be paid the usual substitute rate for employees who have retired from the District.
- 25.6.3 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.

25.7

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

11.14. Exchange Days

11.14.1 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.

- 11.14.2 The school administrator must be notified of exchange days at least one (1) week prior to the exchange.
- 11.14.3 Exchange days may not occur during the following periods without advanced written approval of the school site administrator:
 - 11.14.3.1 Teacher-Parent Conference periods.
 - 11.14.3.2 The last two (2) days of any grading period.
 - 11.14.3.3 Staff Development days.
 - 11.14.3.4 The first week of each track, and the final week of school.
 - 11.14.3.5 The days of Open House and Back-to-School Night.
- 11.14.4 The unit member shall have the responsibility for arranging the exchange with other unit members.
- 11.14.5 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.
- 16.1.2 Class sizes should be equitable among the tracks on YRE sites.

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

11.14. Exchange Days

- 11.14.1 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.
- 11.14.2 The school administrator must be notified of exchange days at least one (1) week prior to the exchange.
- 11.14.3 Exchange days may not occur during the following periods without advanced written approval of the school site administrator:
- 11.14.3.1 Teacher-Parent Conference periods.
 - 11.14.3.2 The last two (2) days of any grading period.
 - 11.14.3.3 Staff Development days.
 - 11.14.3.4 The first week of each track, and the final week of school.
 - 11.14.3.5 The days of Open House and Back-to-School Night.
- 11.14.4 The unit member shall have the responsibility for arranging the exchange with other unit members.
- 11.14.5 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.
- 16.1.2 Class sizes should be equitable among the tracks on YRE sites.

ARTICLE 26

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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 1st.

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.
- 28.4.1.6 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

The Certificated Salary Schedule and the Early Childhood Education Salary Schedule can be found on the District Website, www.wusd.k12.ca.us

Floating Cell: \$44,853 for teacher with California provisional credential

	GROUP III		GROUP IV		GROUP V		GROUP VI		
	BA+30		BA + 45 or MA		BA + 60 BA + 45 units + MA		BA + 75 BA + 60 units + MA		
step	per diem	annual	per diem	annual	per diem	annual	per diem	annual	step
1	\$284.66	\$52,377	\$288.84	\$53,147	\$293.03	\$53,917	\$301.32	\$55,444	1
2	\$288.84	\$53,147	\$293.03	\$53,917	\$301.32	\$55,444	\$317.28	\$58,379	2
3	\$293.03	\$53,917	\$301.32	\$55,444	\$317.28	\$58,379	\$327.00	\$60,168	3
4	\$301.32	\$55,444	\$317.28	\$58,379	\$327.00	\$60,168	\$337.35	\$62,073	4
5	\$317.28	\$58,379	\$327.00	\$60,168	\$337.35	\$62,073	\$350.59	\$64,509	5
6	\$327.00	\$60,168	\$337.35	\$62,073	\$350.59	\$64,509	\$365.92	\$67,328	6
7	\$337.35	\$62,073	\$350.59	\$64,509	\$365.92	\$67,328	\$380.81	\$70,069	7
8	\$350.59	\$64,509	\$365.92	\$67,328	\$380.81	\$70,069	\$396.13	\$72,888	8
9	\$365.92	\$67,328	\$380.81	\$70,069	\$396.13	\$72,888	\$411.86	\$75,782	9
10	\$380.81	\$70,069	\$396.13	\$72,888	\$411.86	\$75,782	\$428.40	\$78,826	10
11			\$411.86	\$75,782	\$428.40	\$78,826	\$444.98	\$81,876	11
12					\$444.98	\$81,876	\$461.53	\$84,921	12
13							\$478.50	\$88,043	13
CAREER INCREMENT									
16		\$2,728	(V & VI)		\$459.89	\$84,620	\$493.41	\$90,787	16
19		\$2,879	(V & VI)		\$475.63	\$87,515	\$509.15	\$93,684	19
22		\$3,033	(V & VI)		\$492.21	\$90,566	\$525.73	\$96,735	22
25	(V)	\$3,187	\$5,152	(VI)	\$509.63	\$93,772	\$554.75	\$102,074	25

12 years maximum experience credit
 184 Contract Days
 \$1000 annual stipend for Masters
 \$1000 annual stipend for Doctorate

Position	Days	Factor
Nurse B	191	1.06
Counselor, Social Worker	199	1.15
Librarian	199	1.10
Program Specialist	199	1.16

* 5% increase over 2014/2015 salary schedule effective July 1, 2014

* 2.50% increase over 2014/2015 salary schedule effective July 1, 2015

* Additional 2.2% increase over 2015/2016 salary schedule effective July 1, 2015

* 4% increase over 2015/2016 salary schedule effective July 1, 2016 + .6% increase for 1 PD day (183 contract days)

* 2% increase over 2016/2017 salary schedule effective July 1, 2017 + .6% increase for 1 PD day (184 contract days)

* 1.2% increase over 2017/2018 salary schedule effective July 1, 2018 + 1.2 % increase for added professional learning time

* 1.2% increase over 2018-2019 salary schedule + .6% COLA effective July 1, 2019

* 1.1% increase over 2019/2020 salary schedule effective July 1, 2020

* 3.0% increase over 2020/2021 salary schedule effective July 1, 2021

Board Approved: 7/22/2021

Step	GROUP A	GROUP B	GROUP C	GROUP D	GROUP E	GROUP F
	0-29 Semester Hours	30-59 Semester Hours	60-90 Semester Hours	90-120 Semester Hours	B.A. plus 12 semester hours in ECE or Child Dev	B.A. plus 24 semester hours in ECE or Child Dev
1	\$40,515	\$41,167	\$41,822	\$42,475	\$43,128	\$43,782
2	\$41,167	\$41,822	\$42,475	\$43,128	\$43,782	\$44,436
3	\$41,822	\$42,475	\$43,128	\$43,782	\$44,436	\$45,087
4	\$42,475	\$43,128	\$43,782	\$44,436	\$45,087	\$45,741
5	\$43,128	\$43,782	\$44,436	\$45,087	\$45,741	\$46,399
6	\$43,782	\$44,436	\$45,087	\$45,741	\$46,399	\$47,025
7	\$44,436	\$45,087	\$45,741	\$46,399	\$47,025	\$47,649
8	\$45,087	\$45,741	\$46,399	\$47,025	\$47,649	\$48,273
9	\$45,741	\$46,399	\$47,025	\$47,649	\$48,273	\$48,900
10	\$46,399	\$47,025	\$47,649	\$48,273	\$48,900	\$49,525
Longevity 13					\$51,494	\$52,120

Preschool is based on 179 day work year at 8 hours a day
12 years maximum experience credit

* 2.50% increase over 2014/2015 salary schedule effective July 1, 2015

* Additional 2.2% over 2015/2016 salary schedule effective July 1, 2015

* 4% increase over 2015/2016 salary schedule effective July 1, 2016 + .6% increase for 1 PD day (178 contract days)

* 2% increase over 2016/2017 salary schedule effective July 1, 2017 + .6% increase for 1 PD day (179 contract days)

* 1.2% increase over 2017-2018 salary schedule effective July 1, 2018

* 1.2% increase over 2018-2019 salary schedule + .6% COLA effective July 1, 2019

* 1.1% increase over 2019-2020 salary schedule effective July 1, 2020

* 3.0% increase over 2020-2021 salary schedule effective July 1, 2021

Board Approved: 7/22/2021

Floating Cell: \$44,853 for teacher with California provisional credential

step	GROUP III BA+30		GROUP IV BA + 45 or MA		GROUP V BA + 60 BA + 45 units + MA		GROUP VI BA + 75 BA + 60 units + MA		step
	per diem	annual	per diem	annual	per diem	annual	per diem	annual	
1			\$334.82	\$61,607	\$339.43	\$62,455	\$348.55	\$64,133	1
2			\$339.43	\$62,455	\$348.55	\$64,133	\$366.10	\$67,363	2
3			\$348.55	\$64,133	\$366.10	\$67,363	\$376.80	\$69,332	3
4			\$366.10	\$67,363	\$376.80	\$69,332	\$388.17	\$71,424	4
5			\$376.80	\$69,332	\$388.17	\$71,424	\$402.75	\$74,107	5
6			\$388.17	\$71,424	\$402.75	\$74,107	\$419.60	\$77,206	6
7			\$402.75	\$74,107	\$419.60	\$77,206	\$435.99	\$80,223	7
8			\$419.60	\$77,206	\$435.99	\$80,223	\$452.84	\$83,322	8
9			\$435.99	\$80,223	\$452.84	\$83,322	\$470.13	\$86,504	9
10			\$452.84	\$83,322	\$470.13	\$86,504	\$488.34	\$89,854	10
11			\$470.13	\$86,504	\$488.34	\$89,854	\$506.57	\$93,208	11
12					\$506.57	\$93,208	\$524.77	\$96,558	12
13							\$543.44	\$99,992	13
CAREER INCREMENT									
16					\$522.96	\$96,224	\$559.85	\$103,011	16
19					\$540.28	\$99,412	\$577.16	\$106,198	19
22					\$558.52	\$102,768	\$595.39	\$109,552	22
25					\$577.69	\$106,295	\$627.32	\$115,427	25

15 years maximum experience credit

Groups IV, V, VI include annual stipend of \$2,634.00 per Article 17.12.3

184 Contract Days

\$1000 annual stipend for Masters

\$1000 annual stipend for Doctorate

\$1,856.60 annual stipend for assignments of 55 students or more

* 1.20% increase over 2018/2019 salary schedule + .6% COLA effective 7/1/2019

* 1.1% increase over 2019/2020 salary schedule

* 3.0% increase over 2020/2021 salary schedule

Board Approved: 7/22/2021

Floating Cell: \$44,853 for teacher with California provisional credential

	GROUP III		GROUP IV		GROUP V		GROUP VI		
	BA+30		BA + 45 or MA		BA + 60 BA + 45 units + MA		BA + 75 BA + 60 units + MA		
step	per diem	annual	per diem	annual	per diem	annual	per diem	annual	step
1			\$371.63	\$73,954	\$377.01	\$75,026	\$387.68	\$77,149	1
2			\$377.01	\$75,026	\$387.68	\$77,149	\$408.21	\$81,234	2
3			\$387.68	\$77,149	\$408.21	\$81,234	\$420.72	\$83,724	3
4			\$408.21	\$81,234	\$420.72	\$83,724	\$434.03	\$86,373	4
5			\$420.72	\$83,724	\$434.03	\$86,373	\$451.08	\$89,766	5
6			\$434.03	\$86,373	\$451.08	\$89,766	\$470.79	\$93,687	6
7			\$451.08	\$89,766	\$470.79	\$93,687	\$489.96	\$97,502	7
8			\$470.79	\$93,687	\$489.96	\$97,502	\$509.67	\$101,424	8
9			\$489.96	\$97,502	\$509.67	\$101,424	\$529.90	\$105,450	9
10			\$509.67	\$101,424	\$529.90	\$105,450	\$551.19	\$109,687	10
11			\$529.91	\$105,451	\$551.19	\$109,687	\$572.51	\$113,929	11

12 years maximum experience credit

199 Contract Days

\$1000 annual stipend for Masters

\$1000 annual stipend for Doctorate

* 1.2% increase over 2018/2019 salary schedule + .6% COLA effective 7/1/2019

* 1.1% increase over 2019/2020 salary schedule

* 3.0% increase over 2020/2021 salary schedule

Board Approved: 7/22/2021

APPENDIX A

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:

Professional Learning/Other Hourly Assignments Rates (PL/OHA)

The K-12 Professional Learning (Appendix A)/Other Hourly Assignments Rate will be based on the per diem rate for Group III, Step 1 of the salary schedule divided by seven (7). These are services defined as time without students outside the regular workday or time with students outside the regular workday, not teaching to the academic standards. These types of services include, but are not limited to: professional development (held outside the workday), Saturday School, general supervision, and extra hours for approved projects. Opportunities will be based on WUSD's priorities as determined by the District. The District may offer professional learning on a voluntary basis.

Hourly Instruction Rate (IR)

The Hourly Instruction Rate (17.6.5.1) for intervention, intersession and home schooling will be based on the per diem rate for Group III, Step 10 of the salary schedule divided by seven (7). These are services defined as time with students outside the regular workday, teaching to the academic standards.

HIGH SCHOOL

Director, Student Activities \$3000 + .66 FTE release or .5 FTE (Four (4) Preparations per school year) in a 4x4 schedule (principal may augment from site FTE allocation)

Mock Trial	\$1800	Service Learning Coordinator	\$3000
Director, Counseling	\$2400	Dramatic Productions	\$3000
Performing Music Group (3)	\$3000	Journalism	\$3000
Yearbook Supervision/Production	\$3000	AVID Coordinator	\$1800
Performing VAPA Group (4)	\$1800	Academic Decathlon	\$1800
Performing Dance Group (1)	\$2400		

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	21 – 25	\$2195
11 – 15	\$1317	26 – 30	\$2546
16 – 20	\$1756	Over 30	\$3500

ATHLETIC COACHING

High School

Director, Athletics (1.0 FTE release from classroom teaching which will not be included in site FTE allocation)

High School Coaches (Up to 50 high school athletic coach positions may be employed per year):

Varsity Head Coach.....	\$4000
JV Head/Assistant Coach Varsity.....	\$2500

Freshman Head.....	\$2000
Assistant Coach JV/Freshman.....	\$1500

Longevity Bonus: Available to Varsity Head and JV Head Coaches only. Number of years as a Varsity Head, JV Head, and/or 6-8 Intramural Coordinator in the WUSD Athletic Program will be counted towards longevity stipend.

3-5 years.....	\$300 annually
6 + years.....	\$1000 annually

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

K-8

6-8 Intramural Coordinator (District-wide) \$3000 + .16 FTE release = 1 period per day

Six (6) coaching positions per site: \$1000 each
(Sport to be determined by coaching staff and league)

OTHER ACTIVITIES

Summer School Hourly Rate: Group III, Step 10 of the salary schedule divided by seven (7)
Class Size Overage

Grade TK-5.....	\$300 (paid quarterly)
Grade 6-8	\$60/period (paid quarterly)
Grade 9-12	\$100/period (paid quarterly)

Student Study Team Chairperson(s): PL/OHA rate for two (2) hours per scheduled meeting.

Consulting Member:

Consulting Member Mandatory PAR\$3000 for 1 Participating Member (PM)
Consulting Member Voluntary PAR.....\$3000 for 1 PM

Mentor Teacher:

Teacher Induction Program (TIP) Mentor Teacher (MT)...\$3,000 for 1 CT + \$1000 for each addition CT
(up to three (3) CTs may be assigned to one (1) MT)

MT's working with CT's that clear credential will be paid an additional \$100 per credential cleared.

Candidate Teacher (Annual Stipend for supplies)\$500

Mentor Teachers:

Intern Teacher Mentor\$1000 per intern

New-to-District Teacher Mentor (non-Induction)\$500 per new teacher

K-8/ELEMENTARY SCHOOL

Teacher-in-Charge (TIC):	\$20 per hour \$140 per day
Yearbook	\$1000
Drama-Schoolwide Production	\$1000
Leadership	\$1000
Performing Music Group	\$1000
AVID Coordinator	\$1800

VAPA Showcase

\$500 per year

When an Elementary Grade Level Department Chairperson is appointed by the Educational Services Department compensation shall be as follows:

TK/K, 1st, 2nd, 3rd, 4th, 5th, Preschool - 8th SDC, Preschool - 8th RSP, 1st-8th VAPA, and 1st-8th PE..... \$3500

6-8 Department Chairperson (Mathematics, ELA, Science, Social Science)... \$3500

District-wide Overnight Stipend

MISC

\$80 per night

APPENDIX B

School Calendars

WASHINGTON UNIFIED SCHOOL DISTRICT
TK-8 Instructional Calendar
2021-2022

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	X	X	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	
					15/15					21/36				
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
21/57					16/73					13/86				
January					February					March				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
						1	2	3	4		1	2	3	4
3	4	5	6	7	7	8	9	10	11	7	8	9	10	11
10	11	12	13	14	14	15	16	17	18	14	15	16	17	18
17	18	19	20	21	21	22	23	24	25	21	22	23	24	25
24	25	26	27	28	28					28	29	30	31	
31					18/104					22/143				
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	
14/157					21/178					2/180				

August:

9th - District In-Service (No Students)
 10th- District In-Service (No Students)
11th- First Day of Attendance for Students

September:

6th - Labor Day

November:

11th - Veterans Day
 Thanksgiving Recess (11/22-11/26)

December:

Winter Recess (12/20-1/3)

January:

4th - PL Day (No Students)
 17th - Martin Luther King Day

February:

17th - PL Day (No Students)
 18th - Lincoln's Birthday
 21st - President's Day

March:

18th - No School

April:

1st - Cesar Chavez Day Observed
 Spring Break (4/11-4/18) (4/17 Easter)

May:

30th - Memorial Day

June:

2nd - Last Day of School

Key:

X	District In-Service (No Students)
	First/Last Day of School
	PL Days 1/4 & 2/17 (No Students)

184 Days of Service

Note: All Wednesdays are minimum days.

	No School
	21 - Grade/Department PLT
	8 - Site PLT
	5 - District PLT
	8 - Parent Conference Minimum Days
	3 - Minimum Days
	1 - Back to School Night (8/25/21); 1 - Open House (4/6/22)
	2 - New Educator Orientation
(47 minimum days)	

WASHINGTON UNIFIED SCHOOL DISTRICT
9-12 Instructional Calendar
2021-2022

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	X	X	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	
					15/15					21/36				
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
21/57					16/73					13/86				
January					February					March				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
						1	2	3	4		1	2	3	4
3	4	5	6	7	7	8	9	10	11	7	8	9	10	11
10	11	12	13	14	14	15	16	17	18	14	15	16	17	18
17	18	19	20	21	21	22	23	24	25	21	22	23	24	25
24	25	26	27	28	28					28	29	30	31	
31														
18/104					17/121					22/143				
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	
14/157					21/178					2/180				

August:
 9th - District In-Service (No Students)
 10th - District In-Service (No Students)
11th - First Day of Attendance for Students

September:
 6th - Labor Day

November:
 11th - Veterans Day
 Thanksgiving Recess (11/22-11/26)

December:
 Winter Recess (12/20-1/3)

January:
 4th - PL Day (No Students)
 17th - Martin Luther King Day

February:
 17th - PL Day (No Students)
 18th - Lincoln's Birthday
 21st - President's Day

March:
 18th - No School

April:
 1st - Cesar Chavez Day Observed
 Spring Break (4/11-4/18) (4/17 Easter)

May:
 30th - Memorial Day

June:
 2nd - Last Day of School

Key:	
X	District In-Service (No Students)
	First/Last Day of School
	PL Days 1/4 & 2/17 (No Students)
184 Days of Service	

Note: All Wednesdays are minimum days.

No School
22 - Grade/Department PLT
8 - Site PLT
5 - District PLT
10 - Minimum Days
2 - Back to School Night (8/18/21) & (1/12/22)
2 - New Educator Orientation
(47 minimum days)

Instructional Calendar

2022-2023

**Board Approved
February 11, 2021**

July						August						September					
M	T	W	TH	F	S	M	T	W	TH	F	S	M	T	W	TH	F	S
				1		1	2	3	4	5						1	2
4	5	6	7	8		9	10	11	12			5	6	7	8	9	
11	12	13	14	15		15	16	17	18	19		12	13	14	15	16	
18	19	20	21	22		22	23	24	25	26		19	20	21	22	23	
25	26	27	28	29		29	30	31				26	27	28	29	30	
						<u>16/16</u>						<u>21/37</u>					
October						November						December					
M	T	W	TH	F	S	M	T	W	TH	F	S	M	T	W	TH	F	S
1	2	3	4	5	6	7		1	2	3	4					1	2
10	11	12	13	14		7	8	9	10	11		5	6	7	8	9	
17	18	19	20	21		14	15	16	17	18		12	13	14	15	16	
24	25	26	27	28		21	22	23	24	25		19	20	21	22	23	
31						28	29	30				26	27	28	29	30	
<u>20/57</u>						<u>16/73</u>						<u>16/89</u>					
January						February						March					
M	T	W	TH	F	S	M	T	W	TH	F	S	M	T	W	TH	F	S
								1	2	3				1	2	3	
2	3	4	5	6		6	7	8	9	10		6	7	8	9	10	
9	10	11	12	13		13	14	15	16	17		13	14	15	16	17	
16	17	18	19	20		20	21	22	23	24		20	21	22	23	24	
23	24	25	26	27		27	28					27	28	29	30	31	
30	31																
<u>14/103</u>						<u>18/121</u>						<u>22/143</u>					
April						May						June					
M	T	W	TH	F	S	M	T	W	TH	F	S	M	T	W	TH	F	S
						1	2	3	4	5					1	2	
3	4	5	6	7		8	9	10	11	12		5	6	7	8	9	
10	11	12	13	14		15	16	17	18	19		12	13	14	15	16	
17	18	19	20	21		22	23	24	25	26		19	20	21	22	23	
24	25	26	27	28		29	30	31				26	27	28	29	30	
<u>14/157</u>						<u>22/179</u>						<u>1/180</u>					

August:

8th - District In-Service (No Students)

9th - District In-Service (No Students)

10th - First Day of Attendance for Students

September:

5th - Labor Day

October:

3rd - PL Day (No Students)

November:

11th - Veterans Day

Thanksgiving Recess (11/21-11/25)

December:

Winter Recess (12/23 - 1/9)

January:

10th - PL Day (No Students)

16th - Martin Luther King Day

February:

17th - Lincoln's Birthday

20th - President's Day

March:

31st - Cesar Chavez Day Observed

April:

Spring Break (4/3 - 4/10) (4/9 Easter)

May:

29th - Memorial Day

June:

1st - Last Day of School

Key:



District In-Service (No Students)

First/Last Day of School

PL Days TBD & TBD (No Students)

184 Days of Service

Note: All Wednesdays are minimum days.

	No School
	1 - Back to School Night (TBD) 1 - Open House (TBD)
	8 - Parent Conference Minimum Days
	<i>(47 minimum days)</i>

APPENDIX C

Up-to-date information regarding current benefits programs can be found on the District Webpage at www.wusd.k12.ca.us/Departments/Human-Resources/Benefits/index.html.

OR

Go to the main District web page at www.wusd.k12.ca.us, click Departments, click Human Resources, click Benefits.

APPENDIX D

Job Description (Archived)

Director, Counseling

Brief Description of the Position

Plans, supervises and coordinates the counseling and guidance program in a secondary school.

Major Duties and Responsibilities

Provides leadership in the continuous evaluation, interpretation, and implementation of the counseling and guidance program.

Schedules regular meetings for counselors and prepares agenda.

Calls special meetings for counselors at appropriate times.

Coordinates the work of counselors and social workers assigned to the counseling program of the secondary school.

Supervises the work of paraprofessionals, clerical staff, and technicians, as assigned to the counseling program of the secondary school.

Assumes the responsibility for a close working relationship between counselors and administration and counselors and teachers.

Coordinates the allocation of job tasks and provides adequate time for completion of these tasks.

Assists in the establishment and maintenance of good community-school public relations.

Maintains running inventory of all the department equipment.

Coaches

Major Duties and Responsibilities

Use sound and acceptable teaching practices

Run well-organized practice sessions.

Complete pre-season planning well in advance of starting date.

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.

Construct a well-organized game plan.

Develop a sound system for equipment accountability, including season inventory, repair, reconditioning and replacement. All purchasing should be accomplished through the allocated budget.

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.

Ensure all athletes are properly cleared before participation in their respective sports. Athletics should function as an integral part of the total curriculum.

The coach will be responsible for providing supervision before, during and after all team activities.

The coach should be fair and unprejudiced with players, considering their individual differences, needs, interests, temperament, aptitudes and environments.

Ongoing, positive communications with parents, media and staff.

APPENDIX E

**Evaluation of Teaching Performance - Revised
Observation Tool**

Evaluation of Early Childhood Education (ECE) Teaching Performance

Evaluation of Counseling Performance

Evaluation of Nursing Performance

Evaluation Cycle - Figure A

Evaluation Cycle – Figure B

Evaluation Cycle – Figure C



CERTIFICATED PERSONNEL **EVALUATION OF TEACHING PERFORMANCE**

Teacher _____ Period Covered by this Evaluation _____
 School _____ Date of Evaluation _____
 Grade/Subject _____ Administrator _____

Observation Date(s) _____

Conference Date(s) _____

Status of Teacher: _____ Temporary/Intern _____ Probationary 1 _____
 _____ Probationary 2 _____ Permanent _____

Standard Rating
1 = Does Not Meet Performance Standards
2 = Working to Meet Performance Standards
3 = Satisfactory/ Meets Performance Standards

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION	1	2	3
STANDARD I - Engages and Supports All Students in Learning			
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			
STANDARD II - Creates & Maintains Effective Environment for Student Learning			
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			
STANDARD III - Understands & Organizes Subject Matter for Student Learning			
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			
STANDARD IV - Plans Instruction & Designs Learning Experiences for all Students			
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			
STANDARD V - Assesses Student Learning			
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			
STANDARD VI - Develops as a Professional Educator			
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 Satisfactory/Meets Performance 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.

Administrator: _____

☐ Recommended for Five-Year Evaluation Cycle (6.2.4) Employee: _____

SIGNATURE OF ADMINISTRATOR: _____ 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: _____

EMPLOYEE COMMENTS:



Classroom/Educational Setting Observation Form

Administrator: _____

Teacher: _____

Date: _____

Program/Site: _____

Time Period: _____

Grade(s)/Subject/Lesson: _____

of Students in Class: _____

NOTE: Observations require 5 working days notice and must be at least 30 minutes in length. Conferences will be held within 5 working days of each observation.

Description of lesson (discussion, direct instruction, project, etc.):

Post observation conference to be scheduled on _____ which is within 5 working days of the observation.

Employee Signature

Administrator Signature

The employee's signature does not necessarily constitute endorsement of the administrator's comments but is a recognition that the discussion has occurred.

The following are comments/suggestions based upon the CSTP relevant to the lesson observed:

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

Standard Rating

1= Does Not Meet Performance Standards

2= Working to Meet Performance Standards

3= Satisfactory/Meets Performance Standards

STANDARD I - Engages and Supports All Students in Learning	1	2	3
STANDARD II - Creates & Maintains Effective Environment for Student Learning			
STANDARD III - Understands & Organizes Subject Matter for Student Learning			
STANDARD IV - Plans Instruction & Designs Learning Experiences for All Students			
STANDARD V - Assesses Student Learning			
STANDARD VI - Develops as a Professional Educator			

Standard Rating indicated above reflects observation done on _____.

WASHINGTON UNIFIED SCHOOL DISTRICT
EVALUATION OF EARLY CHILDHOOD EDUCATION TEACHER PERFORMANCE

ECE TEACHER _____ Period Covered by this Evaluation _____
 Site _____ Date of Evaluation _____

Observation Date(s) _____
 Conference Date(s) _____

Status of ECE Teacher: _____ Temporary _____ Probationary 2
 _____ Probationary 1 _____ Permanent

Meets/ Exceeds Standards		Below Standards		STANDARDS FOR THE EARLY CHILDHOOD EDUCATION (ECE) TEACHING PROFESSION	
				STANDARD I - Engages and Supports All Children in Learning	
				* Connects children's prior knowledge, life experiences, and interests to support learning goals	
				* Uses a variety of instructional strategies and resources to meet the diverse needs of children	
				* Promotes social development and group responsibility	
				* Uses appropriate strategies to help children acquire independence and social skills	
				* Engages children in activities that enhance their learning	
				STANDARD II - Creates & Maintains Effective Environment for Learning	
				* Creates a physical environment that engages all children	
				* Promotes safety, fairness and respect among all children	
				* Plans and implements classroom procedures and routines that support learning	
				* Uses instructional time effectively	
				STANDARD III - Understands & Organizes Subject Matter for Learning	
				* Demonstrates knowledge and understanding of standards	
				* Organizes district adopted curriculum to support student understanding of subject matter	
				* Integrates instruction to incorporate varied subject matter	
				* Uses varied methods to individualize student learning	
				* Uses materials and resources to support learning	
				STANDARD IV - Plans Instruction and Designs Learning Experiences for All Children	
				* Establishes and articulates goals and lesson plans for student learning based on standards	
				* Develops appropriate instructional activities and materials for student learning	
				* Modifies instructional plans to adjust for student needs, including English learners and students with special needs	
				STANDARD V - Assesses Students for Learning	
				* Collects and uses multiple sources of information to assess student learning	
				* Uses results of assessments to guide instruction and monitor learning	
				* Establishes and communicates learning goals and progress with children and their families	
				STANDARD VI - Develops as a Professional Educator	
				* Establishes professional goals and engages in continuous and purposeful professional growth and development	
				* Collaborates with colleagues to improve professional practice	
				* Demonstrates professional responsibility, integrity and ethical conduct	
				* Attends meetings and participates in curriculum development activities	

5/27/2012

COMMENTS REGARDING SATISFACTORY PERFORMANCE:

SPECIFIC RECOMMENDATIONS MADE FOR IMPROVING PERFORMANCE: (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 _____.

DATE
WITNESS SIGNATURE: _____ DATE: _____

WASHINGTON UNIFIED SCHOOL DISTRICT

EVALUATION OF COUNSELING PERFORMANCE

Counselor _____ Period Covered by this Evaluation _____
 School _____ Date of Evaluation _____

Observation Date(s) _____
 Conference Date(s) _____

Status of Counselor: _____ Temporary _____ Probationary 2
 _____ Probationary 1 _____ Permanent

Meets/
Exceeds Below
Standards Standards

STANDARDS FOR THE COUNSELING PROFESSION

		STANDARD I - Engages and Supports All Students
		* Connects to students' prior knowledge, backgrounds, life experiences, and interests to engage them in their education
		* Engages students in meaningful, real-life contexts
		* Uses a variety of counseling strategies, resources, and technologies to meet students' diverse needs
		* Promotes critical thinking through inquiry, problem solving, and reflection
		STANDARD II - Creates & Maintains Effective Environment for Students
		* Promotes social development and responsibility of students
		* Reinforces high expectations and provides appropriate assistance for all students
		* Encourages student learning and constructive, productive interactions among students
		* Develops and maintains effective behavior expectations in individual and group settings
		* Promotes environments that are physically, intellectually, and emotionally safe
		* Supports schoolwide routines, procedures, and norms for positive behavior
		* Uses time effectively to meet the needs of students
		STANDARD III - Understands & Organizes Information for Students
		* Demonstrates knowledge of counseling standards
		* Presents information to staff, students, parents, and the community as appropriate
		* Utilizes student information system accurately and effectively
		* Compiles, maintains, and analyzes accurate transcripts and other student records to facilitate academic and career goals
		* Prepares for, and participates effectively in, meetings regarding student progress including English learners and students with special needs
		STANDARD IV - Designs Personal Learning Plans for All Students
		* Analyzes and uses data to place students in appropriate classes, including English learners and students with special needs
		* Examines student academic progress and develops student schedules leading to graduation
		* Applies school procedures and protocols consistently
		* Develops, articulates, and sequences long-term and short-term plans to support high school and post secondary goals
		STANDARD V - Assesses Students
		* Uses different types of assessments for student placement
		* Collects and analyzes assessment data from a variety of sources
		* Reviews data, both individually and with colleagues, to monitor student achievement
		* Uses assessment data to establish learning goals in order to plan and modify student placement
		* Involves students in self-assessment, goal setting, and monitoring their progress towards graduation and career
		* Uses available technologies to assist in assessment, analysis, and communication of student achievement
		* Uses assessment and progress data to give timely and comprehensible information to students and their families
		STANDARD VI - Develops as a Professional
		* Attends meetings to discuss counseling practices in support of student achievement
		* Establishes professional goals and engages in continuous and purposeful professional growth and development
		* Collaborates with colleagues and the broader professional community to support students
		* Works with families to support student achievement and socioemotional well-being of all students
		* Facilitates involvement of community groups in the instructional program
		* Demonstrates professional responsibility, integrity, and ethical conduct

5/27/2012

COMMENTS REGARDING SATISFACTORY PERFORMANCE:

SPECIFIC RECOMMENDATIONS MADE FOR IMPROVING PERFORMANCE: (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 counselor has substantially met the Standards for the Counseling Profession and is therefore effectively meeting the needs of students.

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

An overall "*Unsatisfactory*" constitutes a judgment made by an administrator that a counselor has deficiencies that seriously impact the 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 OF NURSING PERFORMANCE

Nurse _____ Period Covered by this Evaluation _____
 School _____ Date of Evaluation _____

Observation Date(s) _____
 Conference Date(s) _____

Status of Nurse: _____ Temporary _____ Probationary 2
 _____ Probationary 1 _____ Permanent

Meets/ Exceeds Below Standards Standards		STANDARDS FOR THE NURSING PROFESSION
		STANDARD I - Engages and Supports All Students by Facilitating Student Health
		* Establishes processes to identify students with health risks and communicates health needs to appropriate school personnel
		* Assists with the development of health plans for individual students
		* Identifies and trains appropriate personnel to assist with the health needs of students
		* Informs school personnel about adaptations required for an individual student to meet his/her health needs
		* Monitors the health of individual students
		* Makes appropriate referrals for potential health problems
		* Assists students with information pertaining to their personal health needs
		* Provides emergency care for ill or injured students
		STANDARD II - Creates & Maintains Effective Environment for Students by Promoting Wellness in Schools
		* Presents staff inservice programs regarding health and first aid issues
		* Operates and facilitates the maintenance of a variety of specialized medical equipment
		* Promotes school safety, including disaster preparedness and awareness of potential health hazards
		* Assists with family life curriculum
		STANDARD III - Provides information as it relates to student health needs
		* Trains and guides appropriate school staff on health issues
		* Provides health assessment and consultation for IEP teams
		* Serves as a liaison as it relates to student health needs
		STANDARD IV - Assesses Student Health
		* Completes mandated screening programs in assigned schools and writes appropriate referrals regarding health issues
		* Works with health agencies and the school to prevent the spread of communicable diseases
		* Collects, records and maintains a variety of data relating to student health
		STANDARD V - Develops as a Professional
		* Attends assigned meetings to discuss and support student health
		* Establishes professional goals and engages in continuous and purposeful professional growth and development
		* Collaborates with colleagues and the broader professional community to support student health
		* Works with families to support student health
		* Facilitates involvement of local community health planning services in support of the health needs of the school
		* Maintains confidentiality
		* Demonstrates professional responsibility, integrity, and ethical conduct

5/27/2012

COMMENTS REGARDING SATISFACTORY PERFORMANCE:

SPECIFIC RECOMMENDATIONS MADE FOR IMPROVING PERFORMANCE: (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 nurse has substantially met the Standards for the Counseling Profession and is therefore effectively meeting the needs of students.

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

An overall "*Unsatisfactory*" constitutes a judgment made by an administrator that a nurse has deficiencies that seriously impact the 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.

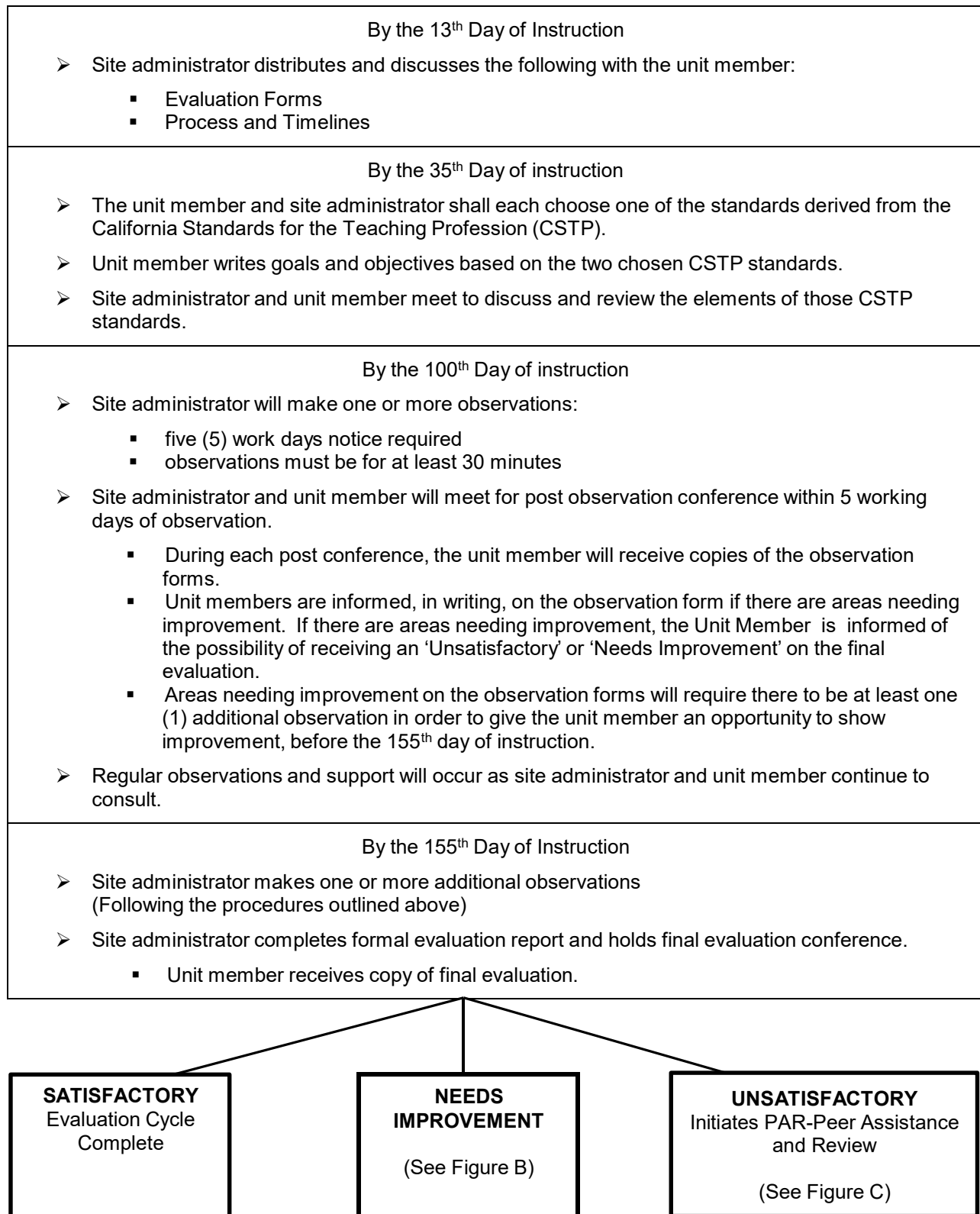
EMPLOYEE SIGNATURE: _____ DATE: _____

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: _____

Article 6 – Evaluation Cycle

Figure A



Article 6 – Evaluation Cycle

Figure B

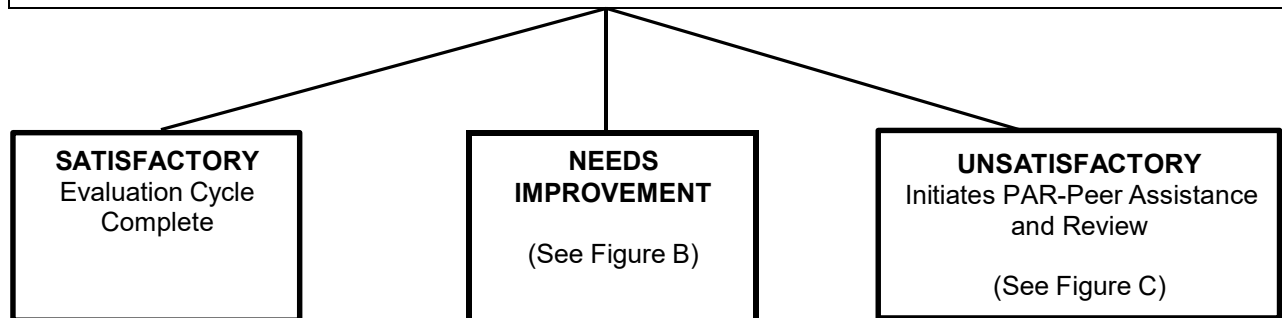
PRIOR YEAR FINAL EVALUATION = “NEEDS IMPROVEMENT” and not in PAR

<p>By the 13th Day of Instruction</p> <ul style="list-style-type: none">➤ Site administrator and unit member will meet to<ul style="list-style-type: none">▪ Distribute evaluation forms▪ Discuss prior year’s evaluation▪ Develop an Action Plan based on the final Evaluation of Teaching Performance and areas marked “Below Teaching Standards”▪ Unit member receives a copy of the Action Plan▪ Set date for 1st formal observation, five (5) work days notice required.▪ Set the performance and learning goals for 1st observation based on specific Action Plan priorities. <p>Examples of support include, but are not limited to: District Sponsored Trainings and College Courses.</p>
<p>By the 35th Day of instruction</p> <ul style="list-style-type: none">➤ Site Administrator will complete 1st formal observation<ul style="list-style-type: none">▪ five (5) work days notice required▪ observation must be for at least 30 minutes➤ Site administrator will meet for post observation conference within 5 working days of observation.<ul style="list-style-type: none">▪ During each post conference, the unit member will receive copies of the observation forms, Action Plan notations indicating whether the unit member has met performance goals set for the observation or if improvement is still needed.▪ Areas needing improvement on the observation forms will require there to be at least 1 additional observation in order to give unit member an opportunity to show improvement, before the 155th day of instruction.➤ Set date for 2nd formal observation, five (5) days notice required.➤ Set the performance and learning goals for 2nd observation based on specific Action Plan priorities. <p>Regular observations and support will occur as site administrator and unit member continue to consult.</p>
<p>By the 100th Day of instruction</p> <ul style="list-style-type: none">➤ Site administrator will complete 2nd formal observation to assess progress towards meeting the objectives of the Action Plan.<ul style="list-style-type: none">▪ five (5) days notice required.▪ observation must be for at least 30 minutes➤ Site administrator unit member will meet for post observation conference within 5 working days of observation.<ul style="list-style-type: none">▪ During each post conference, the unit member will receive copies of the observation forms.▪ Unit members are informed, in writing, of progress towards meeting the objectives of the Action Plan and if there are any remaining areas needing improvement. If there are areas needing improvement, the Unit Member is informed of the possibility of receiving an ‘Unsatisfactory’ or ‘Needs Improvement’ on the final evaluation. <p style="text-align: right;"><i>(Figure B, By the 100th Day of Instruction cont.)</i></p>

- Areas needing improvement on the observation forms will require there to be at least one (1) additional observation in order to give unit member an opportunity to show improvement, before the 155th day of instruction.
- Regular observations and support will occur as site administrator and unit member continue to consult.

By the 155th Day of Instruction

- Site administrator makes one or more additional observations
(Following the procedures outlined above)
- Site administrator completes formal evaluation report based on the Action Plan and holds final evaluation conference.
 - Unit member receives copy of final evaluation.



Article 6 – Evaluation Cycle
Figure C

Prior year final evaluation 'Unsatisfactory'
Placed in Peer Assistance and Review (PAR) or volunteered for PAR

By the 13th Day of Instruction

Site administration distributes and discusses the following with the Participating Teacher (PT) and Consulting Teacher (CT)...

- Review Action Plan designed the previous year and set priorities for performance goals
- Review PAR process and timelines
- The Participating Teacher is linked with resources, trainings, and materials needed to develop and improve instruction
- Set date for 1st formal observation, five (5) days notice required.
- Set the performance and learning goals for 1st observation based on specific Action Plan priorities.
- PT and CT meet to plan lesson prior to 1st formal observation.

By the 35th Day of Instruction

- Site Administrator will complete 1st formal observation
 - five (5) days notice required
 - observation must be for at least 30 minutes
- Site Admin., PT and CT will meet for post observation conference within 5 working days of observation.
 - During each post observation conference, the unit member will receive copies of the observation forms, Action Plan notations indicating whether PT has met performance goals set for the observation or if improvement is still needed.
- Set date for 2nd formal observation, five (5) days notice required.
- Set the performance and learning goals for 2nd observation based on specific Action Plan priorities.
- PT and CT meet to plan lesson prior to 2nd formal observation

By the 70th Day of Instruction

- Site administrator will complete 2nd formal observation
 - observation must be for at least 30 minutes
 - five (5) days notice required
- Site administration, PT and CT will meet for post observation conference within 5 working days of observation.
 - During each post conference, the unit member will receive copies of the observation forms, Action Plan notations indicating whether PT has met performance goals set for the observation or if improvement is still needed.
- Set date for 3rd formal observation, five (5) days notice required on specific Action Plan priorities.
- PT and CT meet to plan lesson prior to 3rd formal observation

By the 100th Day of Instruction

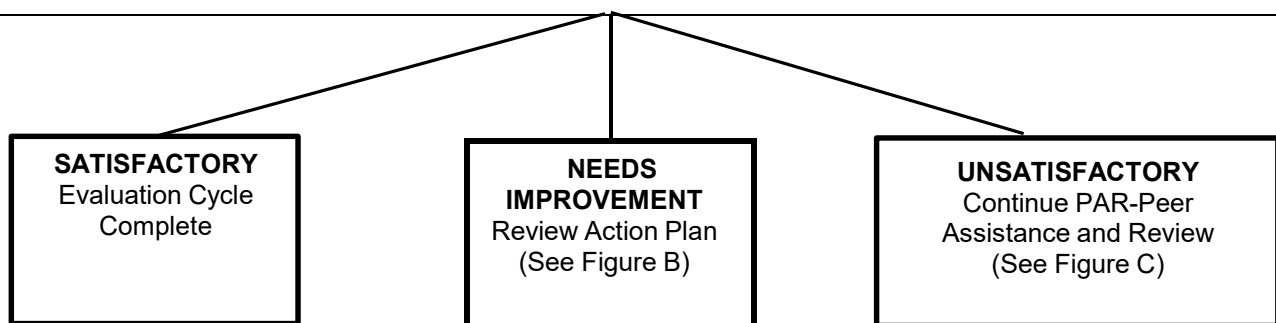
- Site Administrator will complete 3rd formal observation
 - five (5) days notice required
 - observation must be for at least 30 minutes
- Site administration, PT and CT will meet for post observation conference within 5 working days of observation

- During each post conference, the unit member will receive copies of the observation forms, Action Plan notations indicating whether PT has met performance goals set for the observation or if improvement is still needed.
 - Unit members are informed, in writing, of progress towards meeting ALL the objectives of the Action Plan and if there are any remaining areas needing improvement. If there are areas still needing improvement, the Unit Member is informed of the possibility of receiving an 'Unsatisfactory' or 'Needs Improvement' on the final evaluation.
 - Unit member or administrator conducting the evaluation may request a 4th observation.
- Set date, if requested, for 4th formal observation, five (5) days notice required.
 - Set the performance and learning goals for 4th observation based on Action Plan priorities.
 - PT and CT meet to plan lesson prior to 4th formal observation

By the 155th Day of Instruction

- Site Administrator completes 4th formal observation (If 4th observation requested)
 - Observation must be for at least 30 minutes and five (5) days notice is required.
 - Site administration, PT and CT will meet for post observation conference within 5 working days of observation
 - During post conference, the unit member will receive copies of the observation forms, Action Plan notations indicating whether PT has met performance goals set for the observation or if improvement is still needed.
- Site administrator completes formal evaluation report based on the Action Plan and holds final evaluation conference.

Unit Member receives copy of final evaluation report and written letter stating continuation of PAR or release from the PAR program.



APPENDIX F

GRIEVANCE LEVEL ONE FORM

GRIEVANCE LEVEL TWO FORM

WASHINGTON UNIFIED SCHOOL DISTRICT
WTA GRIEVANCE FORMAL RESOLUTION—LEVEL ONE

Employee Name: _____ Site: _____

Date/Dates of Alleged Act/Omission: _____

Listed are the sections of the Agreement that have allegedly been violated, misinterpreted, or misapplied:

The grounds of the grievance are as follows: _____

Any other pertinent information regarding this grievance: _____

An informal conference was held on _____ between _____

A written response regarding the informal conference was received from the grievant's immediate supervisor or appropriate administrator on _____.

The grievant does not agree with the informal conference resolution. The following specific remedy is sought _____

Grievant's Signature: _____

Submitted to Supervisor: _____ Date: _____
Signature

Note: This document shall be given to the immediate supervisor or appropriate administrator within fifteen (15) work days of the date from which the informal response was received or should have been received.

Employee Name: _____ Site: _____

Informal Conference Date: _____ Date Response Received: _____

Formal Level One Filed: _____ Date Response Received: _____

Reasons for appeal: _____

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Grievant's Signature: _____

Submitted to Supervisor: _____ Date: _____
Signature

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