

**CERTIFICATED CONTRACT**

Negotiated Agreement  
between the  
West Sonoma County District Teachers Association/CTA/NEA  
and the  
Governing Board of the West Sonoma County Union High School District

**July 1, 2013 to June 30, 2016**

**(Updated through June 30, 2014)**

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## **ARTICLE 1**

### **GENERAL PROVISIONS—INTRODUCTORY**

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the West Sonoma County Union High School District ("District") and the West Sonoma County Union High School District Teachers Association/CTA/NEA ("Association"), an employee organization.
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

## **ARTICLE 2**

### **RECOGNITION**

- 2.1 The Governing Board recognizes the Association as the exclusive collective bargaining representative for a unit of all certificated employees excluding the Superintendent, Assistant Superintendent, Principals, Vice Principals, Assistant Principals and substitute teachers who work less than Twenty-One (21) days per school year. The certificated employees represented by the Association shall hereafter be referred to as "Teacher(s)" or "Unit Member(s)".

## ARTICLE 3

### WAGES

- 3.1 The salary schedule shall be as set forth in Appendix A-1.
- 3.2 Definitions
- 3.21 As used in this article, a "year" shall mean from July 1 to the following June 30.
- 3.22 Quarter units are converted to semester units by multiplying the quarter units by  $\frac{2}{3}$ , with the total number of units rounded off to the nearest whole number.
- 3.23 Percentage of full time salary that a part time unit member receives
1. If the unit member is a teacher, the percentage of full time salary that a part time unit member receives shall be calculated by taking the number of student contact periods that a part time unit member teaches divided by the number of student contact periods taught by a full time teacher at that site (times 100). (For example, if a full time teacher at that site teaches five classes, a part time teacher who teaches three classes would be considered a 60% part time teacher.)
  2. If the unit member holds a non-teaching certificate position (for example, counselor or psychologist), the percentage of full time salary shall be the percentage of the  $\frac{7}{12}$  hour teacher work day the part time unit member is contracted to work.
- 3.3 The initial placement of a teacher new to the district on the salary schedule for the first year of employment will be made by the Superintendent according to the candidate's credentials, experience, and units earned, except as limited in 3.31 and 3.32 and other items in this section.
- 3.31 Teaching experience outside the district will be credited to a maximum of five years on a one-for-one basis. Each two (2) years additional teaching service shall be credited as one (1) year to a maximum of three (3) additional years' credit. Thus the maximum number of years of outside service that can be credited to an incoming teacher is eight (8) years.
- 3.32 Either public or private experience will be acceptable, provided the teacher taught full time. (8/22/91 - effective August 16, 1991)
- 3.4 Steps
- 3.41 Any teacher within the district who began service as a full-time teacher no later than the first day of the second semester during the previous year, or who taught three (3) or more periods per day for a full year shall be advanced to the next step at the beginning of the next year.
- 3.42 After five (5) years of full time employment, if a unit member teaches more than the equivalent of 50% of a full time assignment, the unit member will receive advancement to the next salary step as if that unit member were teaching full time. The part time teacher must fulfill the same requirements for advancement as are required by full time teachers. (May 3, 1994)

3.43 FTE Accrual for Step Advancement

1. This provision shall be effective beginning with the 1997-98 school year.
2. For purposes of step advancement on the Certificated Salary Schedule, a unit member who accrues or accumulates at least a .6 FTE (full-time equivalency) over consecutive multiple years will move on the salary schedule at the start of the next succeeding school year. For example, a unit member who is in paid status at .4 FTE for two successive school years will move a step on the salary schedule at the beginning of the third year; a unit member who is in paid status at .2 FTE for three successive years will move a step on the salary schedule at the beginning of the fourth year.
3. For unit members whose FTE assignment changes during a school year, the FTE calculated for accrual purposes will be the FTE at which the unit members is in paid status for the longest number of instructional days.
4. To have an FTE accrued for step advancement purposes, the unit member must be in paid status on the first instructional day of the second semester and be in paid status for the entire second semester.
5. Once a unit member advances pursuant to paragraph 2 above, the accrual balance reverts to zero and the unit member will start the accumulation process over again.

3.5 Columns

- 3.51 For placement in Column I, a Designated Subject Credential, for which a Bachelor's degree is not necessary, is required.
- 3.52 Placement in Column II–V requires a Bachelor's Degree plus a valid California credential for the certificated assignment.
  - 3.52a Placement in Column II requires a Bachelor's Degree plus 30 units secured after the Bachelor's Degree or a Bachelor's Degree and credential.
  - 3.52b Placement in Column III requires a Bachelor's Degree plus 45 units secured after the Bachelor's Degree or a Bachelor's Degree and credential and 15 units secured after the credential.
  - 3.52c Placement in Column IV requires a Bachelors Degree plus 60 units secured after the Bachelor's Degree or a Bachelor's Degree and credential and 30 units secured after the credential.
  - 3.52d Placement in Column V requires a Bachelor's Degree plus 75 units secured after the Bachelor's Degree or a Bachelor's Degree and credential and 45 units secured after the credential.
- 3.53 Teachers who are not yet fully credentialed are placed at Step 1 Column 0. Once fully credentialed, the teacher shall present the original full credential document to the Human Resources Office and the teacher's salary placement shall be adjusted effective on the valid date of the full credential.

3.6 Movement Across Columns

- 3.61 Any subsequent changes in column placement shall be made when a teacher has completed enough units within his/her teaching credential or related subject area to move to the next column as defined in 3.52
- 3.61a Movement from Column 1 will be limited to Column 2 until the unit member earns a BA and is eligible for higher placement.
- 3.62 Any course work/workshop being taken for salary purposes shall be subject to approval by the Principal and the Superintendent. The criteria to be considered are the following:
- 3.62a Within the teacher's major or minor subject areas except as noted in 3.63.
- 3.62b Related to teacher's teaching assignment.
- 3.62c Related to the development of a new minor for a changed teaching assignment.
- 3.62d Related to improving teaching competencies through professional educational courses.
- 3.62e Related to certification requirements for counselor, librarian, administration, or special education.
- 3.62f Each semester unit of course work must be from an accredited institution of higher education. (3/14/91) Junior College/Community College courses are acceptable for advancement to Columns II, III, and IV to a maximum of 30 units subject to all previous conditions of 3.62 a through e. (3/14/91)
- 3.62g Curriculum development and/or course enhancement, with prior approval from the Superintendent; each 15 hours of work will count as one semester unit.
- 3.62h Only one of the criteria above needs to be met in order to be considered for "salary purposes."
- 3.63 For progressing to Column IV, upper division or graduate level courses relating to the teaching assignment, or to the development of a major or minor toward a changed teaching assignment, or toward improving teaching competencies through professional education courses, or toward counselor, special education or administration certification may be taken. Such a change in program may be made only one time while a teacher is progressing from Column III to Column IV.
- 3.63a None of the units for moving from Column III to IV may be by correspondence except when approved by the Principal and/or the Superintendent for the completion of the requirements for an advanced degree.
- 3.63b With the approval of the Superintendent, Junior College courses may be taken in subject matter areas taught by the teacher or in a subject matter area in which the teacher is developing a new major or minor and seeking a credential
- 3.63c District credits earned in district in-service courses may be used for advancement to Column IV.

- 3.64 A teacher may receive salary credit for up to 15 units per year, but no more than 6 units per semester during the regular school year. Units in excess of 15 earned in one school year may be carried over to the next school year. All movements across columns will be made as of September 1 following verification by college transcripts of units earned.
- 3.65 Miscellaneous Wage Provisions
- 3.65a Teaching in Summer School, Adult School, Driver Training, Home Education and the like shall be in accordance with Appendix A-1.
- 3.65b Payments for directing extra-curricular activities over and above normal assignments shall be in accordance with the Schedule in Appendix B. (Rev. 11/87)
- 3.65c Teachers who work part time shall be reimbursed according to the percentage of full time they actually work.
- 3.65d Contract salary payments shall be made monthly.
- 3.65e The mileage rate will be adjusted in accordance with the IRS guidelines within a month of notification by the IRS, as long as the rate does not fall below the .16 level. The district shall notify the WSCTA upon receipt of the guidelines each year. (3/14/91)
- 3.65f Not later than October 15, the Board shall furnish the Association with the placement of personnel on the respective salary schedules as of October 1.
- 3.65g Any teacher hired by the Board as a temporary teacher in accordance with Sections 44919 through 44921 of the Education Code shall be treated for salary purposes as if they were regular teachers.
- 3.65h Contract salary provisions for teachers working longer than the regular work year shall be as follows:
1. Counselors will be paid per diem for ten (10) days beyond the regular work year.
  2. Agriculture Teacher will be paid per diem for up to thirty-six (36) days beyond their regular work year.
  3. Psychologist/Speech Therapists shall be paid at 1.1 times the Certificated Salary Schedule salary cell at which he/she is placed.
- Days worked beyond the school year calendar days shall be paid at the individual psychologist's per diem rate of pay.
- 3.65i Laguna High School shall have a position called "Shared Department Chairperson" instead of the single Department Chairperson position provided for at Anly and El Molino high schools. The stipend from Appendix A-1 will be provided to all Laguna teachers and counselors on a prorated basis, according to the percentage of full time as defined in Article 3.23.



- 3.65j Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board. (5/10)

## ARTICLE 4

### HOURS

#### 4.1 Hours of Employment

##### 4.11 On-site Work Day and Responsibilities

4.11a The length of the work day on-site for all full-time unit members from time of reporting for duty until the end of the work day shall be seven and one-half (7 1/2) hours including a scheduled uninterrupted, duty-free lunch period of thirty (30) minutes. The District will agree to allow bargaining unit members to perform personal business off campus during their duty-free lunch period provided that they notify the school office prior to departure. (Rev. 1/87)

4.11b The work day of a unit member holding a part time position shall be calculated by applying to the 7 1/2 hour work day the percentage of the full time student contact periods assigned to the part time position as defined in Article 3.23. A duty-free lunch period of at least thirty (30) minutes shall be provided to each unit member holding a part time position that is greater than or equal to 50% of full time. A unit member holding a part time position that is greater than or equal to 50% of full time shall attend all faculty meetings; a unit member holding a part time position that is less than 50% of full time shall be required to attend one faculty meeting per month.

A unit member whose work assignment is on more than one school site shall attend faculty meetings consistent with this Article at school sites in proportion to the campuses where their work assignment is located, unless an exception is agreed upon by the principals involved.

4.11c Instructional personnel shall be required to report at a workstation for work-related duties fifteen (15) minutes before the beginning of the students' regular school day. Instructional personnel are expected to be reasonably prepared for their normal teaching responsibilities.

4.11d A principal and faculty may mutually agree to have all instructional personnel report for duty sooner than fifteen (15) minutes before the beginning of the students regular school day. Any extra time agreed upon for reporting early shall be subtracted from the end of the work day.

4.11e Subject to prior approval, nothing in this section shall prevent a principal from allowing individual unit members to arrive late or leave early on an emergency basis, or for instructionally related purposes, to leave early, before holidays, or to shift working hours. If employees are allowed to leave early, the departure time of the employee shall be after students have been dismissed and no more than one-half hour before the end of the 7.5 hour work day, unless the employee receives specific permission from the principal to do otherwise for that particular day.

4.11f The starting time for counselors, psychologists, librarians, and nurses shall be set by the principal based upon a 7 1/2 hour day. (3/14/91)

- 4.11g The work day for unit members other than those set forth above shall be established by the District in accordance with prior District practices.
  - 4.11h Full-time and Part-time unit members shall be required to attend annual "Back-to-School Night" and "Open House." Full-time and Part-time unit members shall be required to attend annual "Back-to-School Night" and "Open House." Unit members whose work assignment is on more than one school site shall attend the annual "Back-to-School Night" and "Open House" on the campus where the majority of their work assignment is located, unless an exception is agreed upon by the principals involved. (3/14/91) See 4.12 below.
  - 4.11i The District may require attendance at meetings and related activities which begin or end during the regular work day for a total of two (2) hours per month beyond the regular work day, provided that unit members are given at least 48 hours advance notice. (3/14/91)
- 4.12 Beginning with 1993-94, the district agrees to schedule Back-To-School Night and Spring Open House on evenings of days when a school day schedule is altered to offer common planning time and a reduced schedule. In order to prepare for the evening events, certificated employees will not be required to attend after-class (school) meeting on these two days.
- If, for some reason, common planning time is not offered, the district and the association will consult on this provision.

#### 4.2 Additional Assignments

- 4.21 Campus supervision assignments shall be made by the site administrator. Each full-time unit member may be required to supervise a maximum of three (3) after hour activities per year. Each part-time unit member may be required to supervise a maximum of two (2) after hour activities per year. A unit member whose work assignment is on more than one school site shall have campus supervision assignments at school sites in proportion to the campuses where their work assignment is located, unless an exception is agreed upon by the principals involved. A unit member's preference will be the major consideration where assignments are made. Unit members also must realize that not every preference may be honored because of the need for supervision at many varied activities. A unit member may ask another on site unit member to substitute for him/her and still receive "credit" for the supervision as long as the site administrator is informed about the substitution. (3/14/91)
- 4.22 Co-curricular assignments shall be voluntary. In the event a student requested club does not have a volunteer advisor, the principal may assign an advisor for the club.
- 4.23 Supervision of pupils during brunch and before and after the student day shall be assigned to unit members on a rotational basis which shall be equitable for all unit members.
- 4.24 Unit members who volunteer for two-week blocks of lunch time supervision shall be entitled to leave thirty (30) minutes prior to the end of the work day as defined in 4.11a for every day of lunch time supervision.

- 4.25 It is expected that all teachers do lesson plans. Teaching staff will maintain lesson plans and periodically make them available to the administration upon request. During their first two (2) consecutive years of employment in the District, all probationary and temporary teachers may be required to turn in lesson plans on a weekly basis. (3/14/91)

4.3 Assigned Minutes Other Than Classroom Teaching

- 4.31 Seven (7) period day - Block Schedule: Prep periods should total a minimum of two (2) periods per day for a five day week, but may vary daily depending on the block schedule. Classroom teachers shall have a minimum of 420 assigned minutes weekly (a minimum of two (2) periods per day) for the purpose of preparation; planning; conferences with parents, students, and other staff or administrators; student supervision, and other duties assigned by the District. Six (6) period day - Classroom teachers shall have a minimum of 250 assigned minutes weekly (minimum of one period per day to perform the same tasks listed above). (3/14/91)
- 4.32 Prep time, as described in Article 4.31, for a unit member holding a part time position shall be calculated by applying to the 7 1/2 hour work day the percentage of the full time student contact periods assigned to the part time position as defined in Article 3.23.
- 4.33 Travel Time and Expenses for Multi-site Positions: When a member of the unit is assigned to a position that necessitates the unit member to be on more than one school site on a given day, the unit member shall be entitled to reimbursement for one-way mileage expenses between sites (7 miles between El Molino and Analy/Laguna) at the District mileage reimbursement rate. If the unit member's assigned position requires the unit member to travel between sites during the unit member's prep period, the unit member shall be entitled to 0.25 hours of extra duty pay at the pay rate specified in Board Policy 4152.

4.4 Work Year and Holidays

- 4.41 For 2014-2015, the work year for regular full-time unit members shall be 184 days three (3) Staff Development days, one (1) teacher workday and 180 days of instruction. See Appendix D for current calendar.

## ARTICLE 5

### CLASS SIZE

- 5.1 Before making tentative assignments on June 1, the principal agrees to discuss with and receive input from department chairpersons and all unit members of that department regarding teacher assignments.
- 5.2 Site administrators shall consult in good faith with a unit member prior to assigning the member to more than two (2) departments or more than three (3) preparations.
- 5.3 It shall be a priority of the district to balance class size load using the following criteria:

- A. Overall student load per teacher.  
Individual student load per class.  
Equability in the number of teacher preparations.
- B. The District and Association will conduct a formal review on or before fifteen (15) student days after the start of instruction for each semester to review any issues regarding the application of class size/class balance provisions of the contract.

Principals will meet with the full bargaining committees within fifteen days of each semester. The purpose of the meeting will be to examine class loads for compliance with the agreement between the parties.

Principals will be asked to explain instances which are not in compliance with the negotiated agreement. The bargaining committees, along with the school principal, will discuss appropriate remedies for each such instance.

- 5.4 Class teaching loads shall not exceed without additional compensation a maximum of 155 student contacts per day (with a goal of 31 students per class period) for each full-time (1.0 FTE) assignment (prorated for less than full-time) based on five (5) instructional periods per day.
- A. Student assistants (including teaching assistants, lab assistants, tutors) and independent study students shall not be counted as a student contact for purposes of Section 5.4.
- B. Physical education instructors shall not exceed a maximum of 225 student contacts per day (with a goal of 45 students per class period) for each full-time (1.0 FTE) assignment (prorated for less than full-time) based on five (5) instructional periods per day.
- C. Class size for music will be as follows:
- 1) Advanced music shall have a goal of 55 student contacts per class period.  
Current classes are: Treble Choir, Honor Choir, Academic Choir, Intermediate Band, Honor Band, Advanced Band, Orchestra.
  - 2) Beginning Music shall have a goal of 40 student contacts per class period.  
Current classes are: Concert Choir, Instrumental Music.
  - 3) Jazz band shall have a goal of 25 student contacts per class period.

For teachers who teach music, the maximum for each instructor shall be the sum of the maximums for each class.

- D. Computer classes limited by the number of workstations shall have a class size not to exceed the number of stations. Class size of sewing classes shall not exceed the number of sewing machines in the classroom. These limits will take effect on the 16<sup>th</sup> day of each semester.
  - E. Special Education classes shall be in compliance with state law.
  - F. To promote classroom safety, class size in specific activity-based classes at El Molino High shall be limited as follows, effective on the 16<sup>th</sup> day of each semester:
    - a. Lab Science classes assigned to meet in science labs B1, B3, B4 and B6 – 33 students
    - b. Activity-based classes assigned to meet in Art Studio A4 (e.g. visual arts) – 32 students
    - c. Activity-based classes assigned to meet in Art Studio A5 (e.g. sculpture) – 35 students
    - d. Activity-based classes assigned to meet in photography classroom J8 and darkroom – 35 total students (20 in darkroom at one time)
    - e. Activity-based classes assigned to meet in D1 (e.g. theater production) – 35 students
    - f. Activity-based classes assigned to meet in the Gym Annex (e.g. dance) – 40 students
    - g. Activity-based classes assigned to meet in the Wood Lab – 31 students
    - h. Activity-based classes assigned to the Culinary Arts Lab – 30 students
    - i. Activity-based classes assigned to the Fitness Center – 40 students
  - G. To promote classroom safety, class size in specific activity-based classes at Analy High shall be limited as follows effective on the 16<sup>th</sup> day of each semester:
    - a. Lab Science classes assigned to meet in science lab rooms 10, 12, 14 and 212 – 35 students
    - b. Lab Science classes assigned to meet in science lab rooms L1 and L2 – 30 students
    - c. Activity-based classes assigned to meet in Art Studios – 34 students
    - d. Activity-based classes assigned to meet in the Photography classroom/lab – 30 students
    - e. Activity-based classes assigned to meet in the Wood Lab – 32 students
    - f. Activity-based classes assigned to the Culinary Arts Lab – 33 students
    - g. Activity-based classes assigned to TC1 will not exceed 30 students
  - H. Counselor/student ratio shall have a goal of 375 to 1, with a maximum ratio of 384 to 1. Once the maximum is reached the parties will comply with the provisions of 5.3 B relating to a review of the ratio.
- 5.5 Laguna High School instructors shall have a maximum of 102 student contacts per day (with a goal of 17 students per class period) for each full-time (1.0 FTE) assignment (prorated for less than full-time) based on six (6) instructional periods per day, per quarter.
- A. Physical Education at Laguna High School shall have as a goal not to exceed 22 student contacts per period.
- 5.6 If student contacts listed in Article 5 are exceeded, exclusive of computer classes and sewing classes limited in Article 5.4D., Special Education classes limited in Article 5.4E., specific activity-based classes assigned to specific classrooms at El Molino limited in Article 5.4F., and specific activity-based classes assigned to specific classrooms at Analy limited in 5.4G., the District will pay the affected unit member \$1.00 per student, per day, beginning on the sixteenth

(16th) class day of each semester, if not resolved by the twentieth (20th) class day of each semester.

A. The site administrator will monitor and report any overage to the District Superintendent or designee.

5.7 Payment in accordance with this Article will be made on the next possible supplemental payroll after the end of each semester.

## ARTICLE 6

### HEALTH AND WELFARE BENEFITS

- 6.1 This article specifying insurance carriers and selected plans shall be updated annually. Plan types shall be agreed upon annually between the District and Association from among those offered that most closely match those plans currently in effect.

The following insurance carriers and plans are offered to all eligible unit members for the 2010-11 school year:

A. Medical Benefits

For eligible employees and dependants, the District shall pay 95% of any CVT Blue Cross or Kaiser Plan listed below. (For current District and employee contribution rates see Appendix C-1)

1. Kaiser Medical Plans

- a. CVT Kaiser Medical Plan 6 with Optical Benefits  
Co-Pays:
  - i. Office visit - \$25 co-pay
  - ii. Hospitalization - \$250 co-pay
  - iii. Prescription Drug Coverage - \$10/20
- b. In addition, CVT Kaiser Plan 8

2. CVT Blue Cross

- a. CVT Blue Cross Plan 2C  
Co-Pays:
  - i. Office visit - \$20 co-pay
  - ii. Hospitalization – covered, no charge
  - iii. Prescription Drug Coverage - \$7/25/40
- b. In addition, CVT Blue Cross Plans 5C, 7C, and 10C

For those eligible unit members who enroll in a medical plan other than Kaiser Plan or Blue Cross plans listed, the District will contribute up to the employee's eligible tiered rate of Kaiser Plan 6 with Optical or Blue Cross 2C, whichever is higher.

B. Dental and Vision Benefits

The District shall provide fully paid dental and vision insurance for eligible employees and dependants.

1. Delta Dental Plan through District self-insured program

2. Vision

- a. Vision Services Plan (VSP) through District self-insured program except for those enrolled in Kaiser Medical Plan 6 with Optical.
- b. Kaiser Optical for those enrolled In Kaiser Medical Plan 6 with Optical.

- 6.2. Where dual coverage is available by employment of both parties by the District, one of the two district employees will be required to take individual coverage while the other employee may take full dependent coverage.



- 6.21 Where spouses or domestic partners are both unit members and dual covered, the District shall pay 100% of the individual coverage offered to unit members if that coverage costs less than the District's 95% share of the Kaiser Plan 6 with Optical or Blue Cross 2c, whichever is higher.
- 6.3 Changes in teacher health and welfare benefits mandated by the amendment or addition of statutory guarantees now provided by California or federal law shall be automatically incorporated into this agreement.
- 6.4 Any employee hired by the Board as temporary teacher, as defined in Sections 44919 through 44921 of the Education Code, shall be treated for the purpose of health and welfare benefits as if she/he were a regular teacher.
- 6.5 The District agrees to allow employees terminating (voluntarily terminated, non-reelected or laid off) at the end of the school year to continue on the existing District medical, dental and vision plans under the provisions set in this Article for a period not to exceed three (3) months from the last day of the certificated work calendar, provided such arrangement is permitted by and agreeable under such plans which are in force at the time of such termination. Under no circumstances will the privilege be extended beyond a three (3) month period or into the new coverage year for medical, dental and vision plans.
- 6.6 The premiums for health and welfare benefits for teachers who have at least six-tenths (6/10) of a regular full-time teacher's assignment shall be paid by the district. Premiums for other part-time teachers shall be prorated on the basis of their assignment to full-time.
- 6.7 If waivers or opt-outs are allowed by the carriers of the medical plans currently in effect, the District will make a contribution to a tax sheltered (IRS 403-b) mutual fund or similar account of the employee's choosing, when that employee voluntarily declines her or his health benefits because she or he is covered under their spouse's or domestic partner's qualifying group medical insurance. The contribution will be equal to 70% of the lowest cost composite rate health plan approved to be offered to employees of the district. Beginning in the 2007-08 school year, a part time employee with less than 60% employment who declines health benefits because she or he is covered under their spouse's or domestic partner's qualifying group medical insurance will receive the prorated equivalent contribution.
- 6.8 The District and the WSCTA agree to form a committee to examine options for altering the current benefit structure so that alternatives that are mutually beneficial to the District and the employees may be offered to employee units. Furthermore, the District and WSCTA agree that the CSEA should be invited to become part of this committee.  
6/4/93
- 6.9 Domestic Partnership Agreement  
Effective July 1, 2000, unit members' domestic partners and their dependents shall be eligible for medical benefits on the same terms as unit members' spouses and their dependents. Domestic partners of retirees are not covered unless the domestic partnership commenced prior to the retirement. The domestic partner benefits shall be available only to the extent that District medical plan providers agree to make it available. The District shall not be responsible to obtain additional medical benefits insurance carriers solely for the purpose of offering domestic partner benefits. For purposes of this provision, a domestic partnership shall exist between two persons regardless of their gender and each of them shall be the domestic partner of the other if both complete, sign, and have notarized the Domestic Partner Affidavit (See Appendix D).

## ARTICLE 7

### TRANSFERS

7.1 For purposes of this article a transfer shall consist of the change in work location of a member of the unit from one school or work site to another school or work site within the District. A unit member assigned to more than one work site shall be considered as being transferred only when moved from one District-wide program to another program.

7.2 Voluntary Transfer as a Result of Posting and Filling Vacancies

Posting of Vacancies

7.21 The District will post any bargaining unit vacancies that occur during the school year for five (5) calendar days. Vacancies during the summer will be mailed to bargaining unit members who have left stamped self-addressed envelopes with the deadline to respond in writing of not less than two weeks.

7.22 A member of the unit may request, in writing, a transfer from one work site to another. These transfer requests may be submitted at any time and shall remain active until February 1 of each school year.

7.23 By May 15 each school year, the District shall make all tentative assignments within each school. Beginning May 15, any position to which a unit member is not assigned, or which is not committed for purposes of leaves, unresolved involuntary transfers, pending grievance/arbitration, or recall from layoffs, shall be posted on a weekly basis. A copy of such notices shall be sent to the Association headquarters at the time of posting and during the summer recess months.

7.24 For purposes of selection between two or more applicants, the District shall consider the following criteria on a relatively equal basis: 1) training and experience for the vacant position, 2) credentials, 3) major and minor fields of study, 4) and demonstrated ability to perform and ability to work with members of the department in which the vacancy exists and pupils to be taught.

7.25 When the District has considered two or more applicants, whether or not from within the current staff to be relatively equal on the criteria in 7.24, the unit member with the most district-wide seniority shall be selected for the vacant position.

7.3 Involuntary Transfer

7.31 Involuntary transfer shall be initiated by the Superintendent or designee and shall be based on legitimately educational interests of the District; and under no circumstances shall such transfer be arbitrary, capricious or punitive in nature.

7.32 Except for transfer based on determined severe personality and work conflict(s), the selection of a unit member for transfer shall be based upon the criteria in section 7.24; and if two or more unit members are considered relatively equal on the basis of such criteria, then the unit member with the least district-wide seniority shall be selected for transfer.

- 7.33 A member of the unit who is to be involuntarily transferred shall have the right to indicate preferences from a list of vacant positions for which the unit member is qualified. If more than one involuntary transferee shows preference for a given vacancy, the criteria for voluntary transfers shall apply.
- 7.34 The Association and any member of the unit who is involved in an involuntary transfer shall be informed in writing by the Superintendent or designee of the reason(s) for the transfer. If the member requests, a conference shall be held with the Superintendent or designee.
- 7.35 All involuntary transfers must be approved by the Board, and unit member is entitled to a hearing before the Board, in executive session, prior to such transfer.
- 7.36 An involuntary transfer shall not result in the loss of salary, seniority, or any health/welfare benefits to a unit member.

## ARTICLE 8

### SAFETY CONDITIONS

#### 8.1 Assaults

- 8.11 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior who shall immediately report the incident to the police.
- 8.12 Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, the police and the courts.
- 8.13 Any unit member who is involved in such an assault, where charges are filed, shall cooperate with the Superintendent and police in prosecuting the case to its conclusion.
- 8.14 Unit members may remove pupils from the classroom or other activities supervised by unit members when it can be reasonably demonstrated that the pupil is causing an unsafe condition for the unit member provided the provisions of state law regarding the rights of pupils are not contravened. This provision is not to be construed to waive the rights of teachers to suspend for other reasons as established in state statutes.

#### 8.2 Procedure for Reporting Unsafe Conditions

The District will provide a procedure for reporting alleged unsafe and unhealthy conditions to management. The District will investigate such reports and if found unsafe or unhealthy will take whatever action necessary to correct these conditions. Standards for unhealthy and unsafe conditions shall be those as established by state law.

## ARTICLE 9

### LEAVES

#### 9.1 Daily Leaves of Absence

- 9.11 Every full time unit member shall be entitled to 10 days leave annually for illness or injury.
- 9.11a Credit for absence need not be accrued prior to taking such leave by the unit member and such leave of absence may be taken at any time during the school year.
- 9.11b If a unit member does not take the full amount of illness and injury leave allowed in any school year under 9.11 above, the amount not taken shall be accumulated from year to year.
- 9.11c Any sick leave accumulated by a unit member from another school district within the State of California employed by the district after September 1965 shall have transferred with him/her to the district the total amount he/she is entitled to under Education Code 44978.

#### Bonus Days

Unit members may earn bonus days as follows: (March 1988)

1. A unit member who does not use any of his or her annual sick leave during one fiscal year shall earn two bonus days which may be used during the following year.
2. A unit member who uses three or less days of annual sick leave during one fiscal year shall earn one bonus day which may be used during the following year.
3. Bonus days are intended to be used during the fiscal year following the fiscal year in which they are earned. However, one bonus day may be carried over to a second year. If not used, they are lost. No explanation is required when a bonus day is used.
4. A unit member eligible for bonus day(s) - for whom a substitute would be hired - has the option of accepting the substitute rate of pay for each bonus day in lieu of taking a bonus day off. (9/88)  
(May 2, 1994)

#### Clarification- MOU dated October 13, 1995 Re: Bonus Days

- a. Use of any amount of sick leave or personal necessity time constitutes "use of annual sick leave."
- b. For purposes of this contract section, any occurrence of use of sick leave or personal necessity for part or all of a day constitutes use of a "day."
- c. Bonus days cannot be used retroactively, either from fiscal year to fiscal year, or within a fiscal year. Absence reports stand as submitted by the employee.

- d. In order to use a bonus day, the bonus day "certificate" must be attached to the absence report when it is submitted.
- e. Any absence charged to a bonus day constitutes use of the entire bonus day.
- f. In order to be eligible to earn bonus days, the employee must have been employed beginning with the first working day of the fiscal year in which the bonus days are earned.

9.12 All unit members shall receive leave of absence for industrial accidents in accordance with the Education Code 44984.

9.13 Bereavement

Every unit member shall be entitled to leave of absence for the death of any member of his/her immediate family.

9.13a Members of his/her immediate family as used in this section means his/her spouse/domestic partner, son, daughter, mother, mother-in-law, father, father-in-law, grandfather, grandmother of the employee or spouse/domestic partner, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandchild, step-mother, step-father, or any relative living in the immediate household of the employee. (Revised 6/23/92).

9.13b A unit member may use up to 3 days leave for this purpose if the funeral is within the State of California, and up to 5 days if it is out-of-state.

9.13c Additional leave with full remuneration may be used for the death of a member of the unit member's immediate family, for which days of bereavement exceed the limit provided in the Bereavement Leave.

9.13d Leave shall also be allowed with compensation for attendance at the funeral of close relatives not living in the immediate household.

9.14 Personal Necessity Leave

Up to seven (7) days of sick leave may be used at the employee's election for personal necessity. The District agrees to the use of up to three (3) of the allowed personal necessity days annually for personal business left to the discretion of the employee. Such days should be identified as "personal business." The District and WSCTA agree that in the spirit of this section involving personal necessity days, that days identified as personal necessity are to be used for reasons that are serious in nature and are not intended to be used for personal vacation days.

9.14a Leave will be granted for an emergency accident involving the unit member's person or property or the person or property of a member of his/her immediate family which would require the immediate attention of the employee, present circumstances which he/she could not disregard, and make it unreasonable to expect him/her to perform his/her regularly assigned duties.

9.14b Court Appearance

1. Personal necessity leave may be used when a unit member is required to appear in court as a witness under an official order.
2. This leave does not apply if the employee serves as a witness involving District litigation.
3. The employee must return to work when it is not necessary for him/her to be absent the entire day.

9.14c A unit member may take personal necessity leave for an illness of a member of the employee's immediate family (as defined in Bereavement Leave) which is serious in nature; which, under the circumstances, the employee could not reasonably be expected to disregard, and which would require the attention of the employee during his/her assigned hours of service.

9.15 Although there is no legal restriction to employees using leaves on staff development buy-back days, the District and WSCTA strongly encourage all unit members to attend all staff development buy-back days.

9.16 Leave may be granted without loss of pay for attendance at distinctly professional meetings of educational groups at which the Superintendent and Board feel the district should be represented.

Leaves to attend meetings or conventions of educational associations or to serve on committees or commissions of such organizations when activities or purposes of the organization serve to advance the welfare of all schools through the upgrading and strengthening of the teaching profession, may be granted upon request of the employee and the approval of the Superintendent without loss of pay (e.g. committee member of an organization recognized as a part of or related to school work, member of an evaluation committee, president or officer of school organization).

9.17 Ordinarily unit members are not to be excused from duty to attend conferences or meetings of non-school organizations. Exception may be made, however, by special request if approved by the Superintendent and the Board of Trustees for those who hold responsible state, regional, or local offices in groups of a civic and non-political nature. If a unit member is granted permission to be absent, a salary deduction shall be made which shall be that of the substitute's pay.

9.18 A unit member, upon the approval of the principal, shall be entitled to one day of paid leave per year for the purpose of engaging in in-service activities such as workshops and visiting classes in other schools. Such activities must be designed to improve the unit member's in-classroom performance.

9.19 The District may require a doctor's verification of illness for the period of absence if the period of absence exceeds five (5) days, or if the Superintendent believes the absence is not in fact due to illness or injury. In the latter case, the verification shall be requested no later than the day of absence.

9.2 Association Leave

The District agrees to grant WSCTA 15 days of release time for the chapter president and/or designee. Absence slips for partial day or full day absences must be submitted, whether or not a substitute is requested. The substitute costs for the first 8 days shall be borne by the District, with the last 7 days borne by the Association.

9.3 Extended Leaves of Absence

9.31 *Non-Medical Leave*

Any unit member on a leave of absence, whether paid or unpaid, must notify the District by March 1 of that school year if he/she plans to return. The member shall be entitled to return to the same discipline in the District, if a position exists and the leave is no more than one (1) year, at the conclusion of the leave. (3/14/91)

9.32 *Medical Leave*

A unit member on medical leave must notify the District by March 1 of that school year of his/her intent for the following year. If that status is unknown, the unit member must submit medical verification and an opinion as to the possible date of return. (3/14/91)

9.4 Extended Leaves of Absence - Unpaid

9.41 The Board of Trustees, upon request of the teacher, may grant a leave of absence, without pay, for a period of one (1) year. In general, only those employees who have permanent status shall be granted such leave of absence. Leave of absence under this section may be extended by the Board of Trustees at its discretion.

9.42 The Board of Trustees may grant one year's vertical step experience for teaching or a related activity done during a year's leave of absence. A request for such salary adjustment should be made prior to the advent of the leave.

9.43 The Board of Trustees may provide for the leave of absence from duty of any unit member who is compelled to absent himself/herself from his/her duties because of accident or illness for a period of five (5) months or less, whether or not the cause of absence arises out of and in the course of the employment of the employee, or because of quarantine which results from his/her contact with other persons having a contagious disease while performing his/her duties, or because of temporary inability to perform the services required of him/her because of illness, accident or quarantine.

9.43a The amount of monthly compensation paid to an employee on leave of absence under this section shall not be less than the difference between his/her monthly salary and the sum which is actually paid each month to a substitute employee employed to fill his/her position during the absence.

9.43b The provisions of this section shall not apply to the first ten (10) days of absence on account of illness or accident to which the certificated employee is entitled during the year when the illness or accident occurs under Section 9.1 above.



- 9.44 A unit member who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for the length of his/her term or terms in office.
- 9.44a The unit member on such leave shall notify the Board of his/her intended return at least six (6) weeks prior to the beginning of the school semester in which he/she intends to return to work.
- 9.45 A unit member on unpaid leave of absence shall not be entitled to paid health and welfare benefits, but may remain a part of the Board's group medical and dental and vision insurance programs provided he/she pays the costs involved.
- 9.46 A certificated employee, after five (5) consecutive years of service in the District, may request a general leave, without pay, for up to one (1) year and request that the district continue, at District expense, the employee's enrollment in the medical insurance plan and dental and vision insurance plan offered by the District.

In return for payment of these benefits, the employee must agree to return to the District for at least one additional year of service after the leave and provide a bond, or other guarantee of payment of benefit costs, satisfactory to the District. This bond, or guarantee, must provide repayment of benefit costs to the District in the event that the employee does not return to the District for one additional year of service after the leave.

9.5 Extended Leave - Paid Sabbatical

- 9.51 The Board of Trustees may grant any unit member a leave of absence for a period of time not to exceed one (1) year for the purpose of permitting study or travel by the employee which will benefit the pupils and the school district.
- 9.52 No leave of absence shall be granted to any employee under this section who has not rendered service to the District for at least seven (7) consecutive years preceding the granting of the leave, and not more than one (1) such leave of absence shall be granted in each seven (7) year period. No absence from the service of the school district under a leave of absence, other than a leave of absence granted pursuant to this section, granted by the Board of Trustees shall be deemed a break in the continuity of service required by this section, but the period of such absence shall not be included as service in computing the seven (7) consecutive years of service required by this section.
- 9.53 Every employee granted a leave of absence pursuant to this section may be required to perform such services during the leave as the Board of Trustees, upon the recommendation of the District Superintendent and with the approval of the County Superintendent of Schools and the employee may agree upon in writing and the employee shall receive such compensation during the period of leave as the Board of Trustees, with the approval of said County Superintendent and the employee may agree upon in writing, which compensation shall be one-half (1/2) of the employee's regular salary which he/she would have earned had he/she not gone on leave.
- 9.54 Compensation granted by the Board of Trustees to a unit member on sabbatical leave shall be paid as follows: The employee shall be paid while on the leave of absence in the same manner as if the employee were teaching in the school district, upon the furnishing by the employee of a suitable bond indemnifying the Board of Trustees against loss in the event that the employee fails to render at least two (2) years service in the employ of the Board of Trustees following the return of the employee from the leave of absence. The bond

shall be exonerated in the event the failure of the employee to return and render two (2) years' service is caused by the death or physical or mental disability of the employee. If the Board of Trustees finds and by resolution declares that the interests of the school district will be protected by the written agreement of the employee to return to the service of the district and render at least two (2) years service therein following his/her return from the leave, the Board of Trustees in its discretion may waive the furnishing of the bond and pay the employee on leave in the same manner as though a bond is furnished.

- 9.55 Tentative sabbatical leave applications must be submitted to the applicant's principal no later than February 1st of the school year preceding that during which the leave is desired. Final date to fulfill requirements for the leaves shall be March 1st of the same year.
- 9.56 The applicant must append to the application form a copy of the proposed study, special project, or travel itinerary and a statement of how the sabbatical leave shall directly benefit the district.

The applicant's proposed program should be within the following areas:

- 9.56a Sabbatical leaves for study: The applicant must have the proposed plan for study and the extent of the study reviewed by the Superintendent and the Board.
  - 9.56b Sabbatical leaves for special projects: The applicant must submit a detailed outline of his/her proposed project. This project will be reviewed by the Superintendent and the Board.
  - 9.56c Sabbatical leaves for travel: The applicant must submit a statement of the objective and a detailed description of the itinerary. The itinerary will be reviewed by the Superintendent and the Board.
  - 9.56d Sabbatical leaves for fellowships and grants: The applicant must submit an account of the provisions of the grant and a detailed plan of study to be accomplished. The provisions established by this sabbatical leave policy would be in no way affected by any monetary remuneration of the grant.
- 9.57 A final report shall be filed within sixty (60) days of the unit member's return to duty.
  - 9.58 Compensation and Benefits
    - 9.58a Sabbatical leave shall constitute a year's service for salary increment purposes.
    - 9.58b Medical, dental and vision premiums will be paid during the life of the leave by the district.
    - 9.58c Sick leave will neither accumulate to the unit member on sabbatical leave nor be charged against he/she. In case an illness prevents a person on leave from meeting the conditions of his/her leave, he/she would have to reach a separate understanding with the Superintendent and the Board of Trustees.
    - 9.58d Compensation paid during sabbatical leave is subject to retirement deductions and will earn service time in the proportion that the compensation paid bears to the compensation earnable for full-time service.

9.58e College credits earned during sabbatical leave may be utilized to meet salary schedule provisions to a maximum of fifteen (15) units per year.

9.59 The Board of Trustees may approve up to three (3) percent of the unit members per year for Sabbatical Leave.

9.6 Catastrophic Leave Program (1/29/92)

The District and WSCTA agree to Catastrophic Leave Program available to all certificated employees when an employee or a member of his or her family suffers from a catastrophic illness or injury. (Family defined as: his/her spouse/domestic partner, son, daughter, mother, mother-in-law, father, father-in-law, grandfather, grandmother of the employee or spouse/domestic partner, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandchild, step-mother, step-father, or any relative living in the immediate household of the employee. (Revised 6/23/92).

The rules and regulations of the program will be as defined in Education Code 44043.5, and Administrative Regulations approved by the Board of Trustees and WSCTA.

Bonus days as defined in 9.11c - 1 will not be affected by employee's donation of day(s) for Catastrophic Leave Program.

Administration of the program will be by a three member panel at each school site made up of two (2) WSCTA members and one (1) District designee.

9.7 Maternity/Adoption/Infant Care Leave

An employee, requesting and being granted a leave of absence for reason of maternity or adoption, shall be governed by the following regulation.

9.7.1 Maternity Leave

Requests for leave must be filed with the Certificated Personnel Office along with a physician's statement certifying the pregnancy and indicating the anticipated date of delivery. The granting of the maternity leave is contingent upon the District obtaining a written agreement with the employee designating the date that the employee will return to work.

9.7.1.1 A total of twelve weeks, including the use of accumulated sick leave is allowed for approved maternity leave. Such time period shall begin at a date determined by the unit member, her physician, and the District.

If the pregnancy is terminated prior to the birth of the child, the unit member may return at such time as approved, in writing, by her doctor.

9.7.1.2 An employee granted a maternity leave will receive the difference in pay between her pay and that of the employee who replaces her if she exhausts accumulated sick leave prior to the end of the allowed twelve weeks and provided that the maternity leave occurs during the contract year.

The District will continue health coverage for the employee on maternity leave (Section 9.7.1) as otherwise provided if the unit member was not on leave.

9.7.1.3 Additional leave as a “regular” non-paid leave of absence, beyond the twelve weeks provided, may be requested from the Board of Trustees. A non-paid leave will typically terminate at the beginning of the next school year.

9.7.1.4 An employee on maternity leave will advance to the next step of salary schedule only if she is working at least 75% of the school year. Illness leave used may be included in the calculation of whether or not 75% of the year has been worked.

9.7.1.5 The employee will have the right to continue health coverage at her own expense if granted extended leave by the District beyond the twelve weeks allowed.

9.7.1.6 Miscellaneous:

Nothing in this section shall be construed so as to deprive any employee of additional sick leave rights under other sections of this contract or the Policies and Regulations of the Board of Trustees for absence due to illness or injury from pregnancy.

If pregnancy and/or childbirth result in a serious medical condition, other provisions of this contract or education code may be enacted.

Entitlement to Family Medical Leave Act leave for time related to the unit member’s inability to work shall run concurrent with maternity leave as described above.

Entitlement to Family Medical Leave Act leave for child rearing must be requested by the unit member and shall run separately.

#### 9.7.2 Adoption Care Leave

A total of twelve weeks, including the use of accumulated sick leave, is allowed for approved adoption leave and such time period shall begin immediately following the adoption of the child. The granting of the adoption leave is contingent upon the District obtaining a written agreement with the employee designating the date that employee will return to work and legal verification of adoption.

9.7.2.1 An employee granted an adoption leave will receive the difference in pay between their pay and that of the employee who replaces them if they exhaust accumulated sick leave prior to the end of the allowed twelve weeks and provided that the leave occurs during the contract year.

9.7.2.2 The District will continue health coverage for the employee on adoption care leave (section 9.7.2) as otherwise provided if the unit member was not on leave.

9.7.2.3 The employee will have the right to continue health coverage at their own expense if granted extended leave by the District for more than twelve weeks.

9.7.2.4 An employee on adoption leave will advance to the next step of the salary schedule only if they work at least 75% of the school year, illness leave used may be included in the calculation of whether or not 75% of the year has been worked.

9.7.2.5 Any entitlement to Family Medical Leave Act leave for child rearing must be requested by the unit member and shall run separately.

#### 9.7.2.6 Miscellaneous

If both parents of an adopted child work for the District, only one will be eligible for this adoption leave.

The provisions of this section shall not be considered to be a precedent for any other unpaid leaves granted by the District.

### 9.8 Family Care Leave

9.8.1 The District shall provide unit members with Family Care and Medical Leave pursuant to federal and state statutes and consistent with Board policy. Each unit member who has been employed by the District for more than one continuous year is eligible for an unpaid Family Care Leave, not to exceed twelve (12) weeks within a twelve (12) month period unless a longer leave is agreed upon by the District and the unit member. Family Care Leave may be used for the birth of the unit member's child, placement of a child for adoption or foster care, to care for a spouse, child, or parent with a serious health condition, or a serious health condition which renders the unit member unable to perform essential job functions.

9.8.2 During the period of such leave, the District shall maintain the unit member's group health benefits, if any, on the same basis as if the unit member was in paid status. Upon return from Family Care Leave, the unit member is entitled to return to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The unit member's absence under the program shall not be considered a break in service.

9.8.3 The unit member must provide the District with at least thirty (30) days advance notice for the leave if the need is foreseeable, or if such notice is not foreseeable, notice must be given as soon as practicable under the circumstances.

### 9.9 In-Lieu Days

The following procedure will be implemented at the site for In-Lieu class coverage.

#### To Request and Secure Coverage of Classes

1. Designated secretary is notified that a teacher needs coverage for certain class period(s). If possible, the teacher needing coverage will complete a Staff Absence Form to request such coverage. If not possible, the secretary will complete the form for the teacher.
2. In cases of in-lieu coverage due to unavailability of substitutes, the secretary will complete the Staff Absence Report and secure principal and teacher signatures.
3. Secretary requests in-lieu teacher to cover class of absent teacher. The appropriate number of requests will be made for all classes to be covered. If secretary cannot get a volunteer in-lieu teacher, the administration will assign teacher(s) to cover the specific class(es) and in-lieu credit will be given.
4. Secretary completes a class (period) coverage in-lieu form for each class period needing coverage and gives the form to the teacher accepting coverage responsibilities. The in-lieu teacher signs the form, retains a copy and returns the original to the secretary.

### Use of In-Lieu Periods

1. Teacher using accrued in-lieu time completes Staff Absence Report indicating date he/she is using in-lieu. Coverage for five (5) class periods equals one (1) in-lieu day. (One block period = 2 regular class periods)
2. Teacher using accrued in-lieu time submits to the secretary the Staff Absence Report and copies of in-lieu forms to cover the amount of time he/she is planning to take off. Secretary verifies that the Staff Absence Report for the original absent teacher has been submitted.
3. The Secretary attaches the original corresponding in-lieu form to the Staff Absence Report of the teacher using accrued in-lieu time, and sends all documents to the District Office.
4. Nine (9) or fewer in-lieu periods earned in the current school year may be carried over to the following year. In-lieu periods earned in the current school year may be used only in the current school year or the following school year. If not used within that time frame they are lost.
5. A unit member eligible for in-lieu day(s) has the option of accepting the substitute rate of pay for each in-lieu day rather than taking a day off.
6. In order to use an in-lieu day, the in-lieu day form must be attached to the Staff Absence Report when it is submitted.
7. In-lieu days may be used by the teacher in the same way that bonus days are used.

## ARTICLE 10

### EFFECTS OF LAYOFF FOR LAID OFF EMPLOYEES

- 10.1 A layoff for the purposes of this article shall be an involuntary separation from active service of a probationary employee or permanent certificated employee for reasons as set forth in the Education Code.
- 10.2 Layoffs shall be made on a District-wide basis in inverse order of seniority, in accordance with the applicable provisions of the Education Code.
- 10.3 In calculating an employee's seniority, one year's credit is given for service as a temporary or long-term substitute employee immediately prior to employment in a probationary position, (pursuant to the Education Code), the parties recognize that, in order for an employee to receive such credit pursuant hereto, they shall have served for at least 75 percent of the year for which service is to be counted.
  - 10.3(a) If two or more employees subject to layoff have equal seniority, their layoff order shall be determined by lot.
- 10.4 An employee who elects separation in lieu of either bumping or assignment into a different grade shall maintain his/her re-employment rights as defined under this article.
- 10.5 Before a layoff occurs, the District shall provide a current seniority list to the employee organization.
- 10.6 After the Board has made the decision to lay off employees, the District shall issue notices of intent to the employees affected, on or before March 15 of the year the layoff is to take effect.
- 10.7 Employees to be laid off shall be notified by the procedures provided for such notice in the Education Code.
- 10.8 Copies of notices shall be made available to the Association within a reasonable time following the Board decision. Copies of notices to employees to be laid off shall be made available to the Association, upon request, at the District Office.
- 10.9 The notice shall contain the effective date of layoff, displacement rights, if any, and re-employment rights.
- 10.10 Employees who have been laid off shall be placed on a re-employment list for a period of thirty-nine (39) months.
- 10.11 Offers of re-employment shall be made in reverse order of layoffs as vacancies occur.
- 10.12 Individuals on a re-employment list shall have three (3) working days to respond to a verbal offer of re-employment which, if declined, will be followed by a written verification of the declination, or five (5) working days to respond to a written offer sent by certified/registered mail, beginning with the day it is deposited in the U. S. Mail to the most recent address supplied to the District by the employee.

- 10.13 The District shall notify individuals of offers of employment in accordance with the Education Code.
- 10.14 A failure to respond to an offer upon first becoming eligible shall not cause the employee's name to be removed from the employment list, provided the employee has previously notified the District in writing of his/her temporary unavailability to accept an offer of re-employment. The period of unavailability shall be limited to one occurrence and shall be made for a period not to exceed thirty (30) days.
- 10.15 A permanent or probationary employee who is laid off and is subsequently re-employed shall retain that seniority earned prior to the effective date of the layoff.
- 10.16 No seniority shall be earned during periods of separation from paid employment in the District, except during authorized military leave.
- 10.17 A permanent or probationary employee who is laid off and is subsequently re-employed by the District shall retain that sick leave earned and unused at the time of separation.
- 10.18 The District agrees to allow employees terminating at the end of the school year to continue on the existing District medical, dental and vision plans under the provisions set in Article 6 for a period not to exceed three (3) months from the end of the last day of the certificated work calendar, provided such arrangement is permitted by and agreeable under such plans which are in force at the time of such termination. Under no circumstances will the privilege be extended beyond a three (3) month period or into the new coverage year for medical, dental and vision plans.
- 10.19 Employees who are laid off shall receive five (5) paid personal leave days in order to seek new employment opportunities, without loss of wages, sick leave or other benefits.
- 10.20 Employees who are laid off shall be able to credit time served prior to the layoff for a computation of credit toward longevity pay rate upon re-employment.
- 10.21 Employees who are laid off and subsequently employed by the District as substitutes shall be called for such substitute duty on the basis of their seniority within the District at the time of layoff; the most senior being called first. Tenured employees employed as substitutes during layoff shall be paid their regular rate of pay on a per diem basis for all days that they work as a substitute in the District. Probationary employees employed as substitute teachers during layoff shall be paid at the District substitute rate of pay on a per diem basis for all days that they work as a substitute in the District.
- 10.22 The Board may grant vertical step experience for teaching or a related activity during the term of the layoff or for the term of the teacher's re-employment rights, whichever occurs first, should the employee be rehired.
- 10.23 After the three (3) month period (10.18 above), the laid-off employee may continue Health and Welfare benefits at their cost pursuant to applicable State and Federal law.



## ARTICLE 11

### EMPLOYEE EVALUATION PROCEDURES

- 11.1 These are the areas to be considered in evaluations and only as they pertain to a unit member's in-class performance and other duties normally required to be performed as an adjunct to their regular assignment:
- a. Classroom performance
  - b. Supervision of students
  - c. Involvement in co-curricular activities
  - d. Examples of professional growth - such as coursework, or involvement in professional activities and associations.

The District and WSCTA agree the Guide to Understanding the Teacher Evaluation Process and evaluation forms will be included in the WSCTA Contract as an Appendix. Changes to the guide or forms will be made by mutual consent of the Association and District.

- 11.2 The District Superintendent shall make efforts to insure that the evaluators have current knowledge of procedures and techniques of evaluation and that these criteria are fairly and equally observed.
- 11.3 Every temporary or probationary certificated employee shall be evaluated by the administration in writing at least once each school year.
- Unit Members will be notified within the first four weeks of school that they will be evaluated, and a pre-evaluation conference will be scheduled.
  - By the end of the first quarter, the evaluator will meet with the unit member to seek agreement of the evaluation process, the CSTP/Academic Standard requirements, Employee Goal Sheet and other related evaluation requirements.
  - Unit Members will have a minimum of two pre-arranged classroom observations.
  - Unit Members will address two or more course specific Academic Standards, plus CSTP standards two, three and four.
  - Unit Members shall complete the Certification Goal Sheet prior to the first classroom observation.
  - Classroom observations will be a minimum of thirty (30) minutes, including the beginning and end of a lesson as pre-arranged by the unit member and evaluator.
  - The first observation will be completed by December 1.
  - The evaluator will hold a conference with the unit member about each observation within three (3) school days of each observation.
  - Unit members will receive the written final evaluation no later than thirty (30) days before the last day of the school year, with the final evaluation conference scheduled no more than three (3) days later.

- 11.4 All permanent certificated employees may be evaluated by the administration in writing every year. All permanent unit members who have been employed between three and ten years will be evaluated at least every other year.
- 11.4.1 All permanent unit members to be evaluated within a school year will be notified within the first four (4) weeks of school.
- 11.4.2 For those permanent unit members who have been employed at least ten years with the school district, are highly qualified as defined in 20 U.S.C. Sec. 7801 (ESEA), and whose immediately previous evaluation rated the employees as “standards met or exceeded” evaluation will be done every five years by mutual agreement of the unit member and the evaluator. The unit member or the evaluator may withdraw consent at any time.
- Unit Members will be notified within the first four weeks of school that they will be evaluated, and a pre-evaluation conference will be scheduled.
  - By the end of the first quarter, the evaluator and the employee will meet to determine the evaluation process (Alternative or Traditional) and to discuss the required timelines, meeting dates, Employee Goal Sheet, project responsibilities and the observation/evaluation procedures to be used.
  - Traditional Process:  
Unit Members using the Traditional Process will have a minimum of one pre-arranged classroom observation.
  - Alternative Process:  
Unit Members with the Alternative Evaluation Plan will have minimum of three meetings per year to discuss and evaluate the Alternative Plan.
  - Unit Members will address two or more course specific Academic Standards, plus any two CSTP standards.
  - Classroom observations will be a minimum of thirty (30) minutes, including the beginning and end of a lesson as pre-arranged by the unit member and evaluator.
  - The evaluator will hold a conference with the unit member about each observation within three (3) school days of each observation.
  - Unit members will receive the written final evaluation no later than thirty (30) days before the last day of the school year, with the final evaluation conference scheduled no more than three (3) days later.
- 11.5 No later than November 1 of each year, the evaluator shall determine the activities, the standards of performance, and the assessment procedures to be used in the evaluation, after discussion with the evaluate. By mutual agreement the evaluation plan may be modified.
- 11.6 Any evaluator or unit member who has difficulty meeting the timelines in this article may request a meeting with the Superintendent and the Association President (or designees) to assist in resolving the issues.
- 11.7 The entire evaluation process shall include at least one classroom observation including the beginning and ending of the lesson as pre-arranged by the unit member and evaluator.

- 11.8 The initial observation for evaluation purposes in any year shall be arranged by the evaluator and the unit member in advance of the observation.
- 11.9 Any certificated employee who receives a negative evaluation shall upon written request, be entitled to a subsequent observation, conference, and written evaluation, as prescribed above. Such subsequent evaluations shall concentrate upon deficiencies previously noted. Such entitlement shall continue after each written evaluation.
- 11.10 Both the evaluator and the evaluatee shall make affirmative action to correct any cited deficiencies. Such action on the part of the evaluator shall include specific recommendations for improvement, assistance in implementing those recommendations, and adequate released time for the certificated employee to visit and observe other similar classes when the evaluator and evaluatee agree upon the necessity for such visits.
- 11.11 Each written evaluation shall be signed by the evaluator and evaluatee and placed in the employee's personnel file. If the evaluator and evaluatee cannot reach consensus, the evaluatee may attach his/her dissenting comments to the evaluator's evaluation, and both shall be placed in the evaluatee's personnel file.
- 11.12 The employee evaluation procedures, including the areas to be considered in evaluations listed in Article 11.1, are subject to grievance. The evaluator's findings and conclusions in the employee's written evaluation are not subject to grievance.
- 11.13 If subsequent remedial action eliminates the negative evaluation and/or the identified deficiencies, the evaluation(s) citing such deficiencies shall be removed from the evaluatee's file after a period of five years and returned to the employee.
- 11.14 No unit member shall be held accountable for correcting any deficiencies noted on an evaluation over which it can be demonstrated that the unit member has no reasonably expected authority or ability to correct.
- 11.15 After evaluations have been placed in a unit member's file, a log attached to the file shall be kept of who consults the evaluations, when, and for what reason(s).
- 11.16 Only one confidential file containing these evaluations shall be maintained on each employee. Such a file shall be kept in the Personnel Office of the District Office. Access to such a file shall be limited to the unit member involved, members of the administrative personnel on a need to know basis, members of the Board of Education and others as approved by the unit member.
- 11.17 The written evaluation shall not include any reference to a unit member's use of force in the performance of his/her duties provided that force in no event exceeded the amount of force reasonably necessary to maintain order.
- 11.18 Unless otherwise agreed to by the involved unit member, a unit member's personnel file shall not include any evaluations and ratings that were obtained prior to the employment of the unit member by this district, or were obtained in connection with a promotional examination.
- 11.19 The voluntary transfer denial form shall not be considered a formal written evaluation and shall not be kept in the file containing evaluations.
- 11.20 Designation of Employment Status

The designation of certificated personnel shall be consistent with the provisions of the education code and District policy. Each year the District may employ, in certificated positions, teachers designated as temporary teachers, who take the place of teachers who: (a) are on leave, (b) suffer long-term illness, or (c) are employed with categorical funds. Temporary teachers may also be employed to occupy positions which are categorically funded.

Upon request of the Association, the District shall, on or before May 15, furnish the Association with the names of teachers whom the District intends to change from temporary to probationary status if they are employed for the succeeding year, and the names of teachers who are to be changed from probationary to permanent status.

One necessary criterion for a recommendation to probationary status or to permanent status is a satisfactory evaluation. Consistent with education code, probationary employees who have completed two full consecutive years of service in the district in positions counted as probationary service shall be granted permanent status at the commencement of a third year of service in the district if re-employed by the Board to a position requiring certification.

If the provisions of the education code regarding designation of temporary, probationary or permanent status should be altered in any way to be inconsistent with this contract section, it is the understanding of the District and the Association that this section shall be null and void.

(June 23, 1994)

## ARTICLE 12

### ORGANIZATIONAL SECURITY

- 12.1 Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one tenth (1/10) of such dues from the regular salary check of the teacher each month for ten months. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 12.2 With respect to all sums deducted by the Board pursuant to authorization of the employee for membership dues, the Board agrees promptly to remit such moneys to the Association accompanied by an alphabetical list of teachers for whom such deductions have been made and indicating any changes in personnel from the list previously furnished.
- 12.3 The Association agrees to furnish any information needed by the Board to fulfill the provisions of this Article.
- 12.4 The Association shall indemnify, defend, and hold the District harmless from any claims made of any nature and against any lawsuit instituted against the District arising from its deduction of Association dues.

12.5 Agency Fee

12.51 Employee Rights

The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure on nor discriminate against an employee in the exercise of these alternative rights.

12.52 Employee Options

Subject to a separate election as defined in Article 12.53 below and the exemptions contained in Article 12.57 below, a unit member shall, within thirty (30) days of the effective date of this Article or employment by the District in a unit position, whichever is later, either join the Association or pay to the Association a representation fee as defined in accordance with this Article. (3/14/91)

12.53 Amount of Agency Fee

The amount of the agency fee shall be determined in accordance with Section 32991 of the regulations of the Public Employment Relations Board and shall be subject to the notification appeal and escrow provisions of Sections 32992, 32994, 32995 and 32996 of such regulations. For unit members employed for less than a school year, the amount of the agency fee shall be based upon a schedule furnished by the Association. The establishment of this fee and the processing of an appeal and/or the establishment of an

impound account are within the sole discretion of the union. (3/14/91)

12.54 Payment of Agency Fee

A unit member may pay the agency fee in one lump sum cash payment on or before October 1st of each year or thirty (30) days after initial employment or may authorize payroll deductions for such fee in the same manner as provided for Association members. In the event that a unit member does not pay such fee directly to the Association, or authorize payment through payroll deductions as provided in this Article, the Association shall inform the District in writing and the District shall promptly begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner that Association member dues are deducted. There shall be no charge to the Association for such mandatory agency fee deductions. (3/14/91)

12.55 Exemption from Agency Fee

Any bargaining unit member who is a member of a religious body whose traditional tenants or teachings include objection to joining or financially supporting the employee organization shall not be required to join or financially support the Association, as a condition of employment; except that such a unit member shall pay, in lieu of an agency fee, sums equal to such agency fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, United Way, American Cancer Society, Face to Face, Home Hospice, WSCTA Scholarship Program, or any other program with the approval of the WSCTA Executive Board. (3/14/91)

12.56 Obligations of the Parties

- a. Association Obligations - The Association shall comply with all applicable statutory and Public Employment Relations Board requirements and furnish any information needed by the District to fulfill its obligations under this Article.
- b. District Obligations - The District's sole obligation under this Article shall be to make the deductions required under this Article. The District shall have no obligation to terminate or discipline any employee under this Article. (3/14/91)

12.57 Indemnification's and Hold Harmless

The Association shall fully indemnify and hold the District harmless against all legal fees, costs, judgments, or settlements incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.

The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in the above paragraph shall or shall not be compromised, resisted, defended, tried, or appealed, but shall consult with the District prior to making any such decision or determination. (3/14/91)

## ARTICLE 13

### GRIEVANCE PROCEDURE

#### 13.1 Definitions

- 13.11 A "grievance" is a claim by the Association or one or more unit members that there has been a violation, misinterpretation, or misapplication of this Agreement. If more than one member of the bargaining unit has the same grievance in issue and fact, the grievances shall be consolidated for purposes of hearing and decisions provided that the rights of the Parties are not thereby prejudiced.
- 13.12 A "grievant" is the unit member, if the individual unit member filed the grievance, or the Association as a whole, if the Association filed the grievance.
- 13.13 A "working day" for this Article is any day in which the central administrative office of the district is open for business.
- 13.14 The "immediate supervisor" is the lowest level supervisor having immediate jurisdiction over the grievant (i.e. principal, vice-principal).

#### 13.2 Time Limits

- 13.21 Since it is important that grievances be processed as rapidly as possible, the time table specified at each level should be considered as a maximum and every effort should be made to expedite the process. The District and the Association will attempt to resolve grievances informally or at the lowest possible level of the grievance procedure.
- 13.22 A decision rendered at any level shall be considered as a resolution and not thereafter raised, unless an appeal is registered within the time limit specified. If a decision is not given to the grievant within the time limit, an appeal may be taken to the next level.
- 13.23 Time limits set forth herein may be extended by mutual agreement.

#### 13.3 Level One

- 13.31 Within twenty (20) working days of when the grievant knew or reasonably should have known of the act or occurrence which gave rise to the grievance, the grievant must file a written grievance.
- 13.32 Each grievance shall be submitted in writing on a form (see Appendix F) agreed to by the District and the Association and shall contain the following information:
- a. Identification of the grievant.
  - b. The provision(s) of the Agreement involved in the grievance.
  - c. A precise statement of the circumstances involved.
  - d. The date the alleged grievance occurred.
  - e. Name of the immediate supervisor.
  - f. Remedy sought.
  - g. Date of submission of grievance.

13.33 Within ten (10) working days after receiving the written grievance, the immediate supervisor shall render a decision in writing, together with the appropriate rationale and shall furnish a copy to the grievant and a copy to the Association. Within the time limits, upon request of either party, a meeting will be held with the immediate supervisor, the grievant(s)'s the grievant(s)'s representative or the Association if the Association is the grievant, in an attempt to resolve the matter.

13.4 Level Two

13.41 If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may advance the grievance to the Superintendent or designee within ten (10) working days after the written decision is received by the grievant.

13.42 Within ten (10) working days following' receipt of a grievance by the Superintendent or designee, the Superintendent or designee shall render a decision in writing together with the appropriate rationale and shall furnish a copy to the grievant and a copy to the Association. Upon request of either party, a meeting will be held with the parties during this ten (10) working day Period.

13.5 Level Three - Arbitration

13.51 If the grievant is a unit member and is not satisfied with the decision at Level Two, the grievant may submit a written request to the Association to invoke arbitration. Such written request is not required if the Association is the grievant. Written notice of the Association's intent to invoke arbitration shall be given to the District within ten (10) working days of the grievant's receipt of the decision at Level Two. Only the Association may invoke arbitration under the provisions of this section.

13.52 The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the California State Conciliation Service supply a panel of five names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

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

13.54 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issues submitted to him. 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. If a question of arbitrability is raised by either party, the arbitrator shall first receive the evidence and arguments relating to such issue. This shall not preclude the arbitrator from receiving evidence and arguments on the merits of the grievance to rendering a decision on arbitrability.

a. The arbitrator shall have no power to add or subtract from the terms and conditions of this Agreement.



- b. The arbitrator shall be without power or authority to make any decision that requires the District or the Administration to do an act prohibited by law.
- 13.55 Within thirty (30) working days following the closing of the hearing or the submission of briefs, the arbitrator shall render an award in writing to the parties.
- 13.56 By filing a grievance and processing it beyond Level II, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level II shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other format or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.
- 13.57 The award of the arbitrator shall be final and binding upon all parties covered by this agreement.
- 13.58 Any unit member may at any time present grievances to the district and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to the arbitration and the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to a resolution of the 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.
- 13.59 A grievant may be represented at any stage of the grievance procedure by the Association.

13.6 General Provisions

- 13.61 Release time will be provided as set forth in the Educational Employment Relations Act.
- 13.62 No reprisals shall be taken by the District against any person and/or the Association for reason of participation in the grievance/arbitration procedure.
- 13.63 All records dealing with the processing of grievances shall be filed in a separate grievance file and shall not be kept in the official District office personnel file of any of the participants.
- 13.64 Upon request, either party shall make available to the other party information and data which is relevant to the issues raised by the grievance and which is part of the party's good faith obligation; provided such information is not otherwise privileged under law.
- 13.65 A grievance may be withdrawn at any time without establishing precedent.
- 13.66 If the Association and the Superintendent agree in writing, the grievance may be brought directly to arbitration.
- 13.67 Forms for filing grievances, serving notices and taking appeals and other necessary documents will be prepared by the Superintendent and/or designee after being agreed upon with the Association.

## ARTICLE 14

### RETIREMENT

#### 14.1 Early Retirement Notification Incentive

Bargaining Unit personnel who are fifty-five (55) years old or older on or before June 30 of any school year, and who submit an irrevocable letter of resignation by March 1, of that school year, for the purpose of retirement at the end of that school year, will receive a payment of \$7,500. (11/89, 05/10, 2/14) This retirement benefit will be distributed in a lump sum or through a Tax Sheltered Annuity (TSA) with a District-approved TSA provider within 60 days of the unit member's date of retirement. Said funds will not be counted toward retirement credit.

#### 14.2 Retirement Benefits (11/89)

14.21 Bargaining unit members shall be entitled to health benefits upon retirement in one of the health plans maintained by the District if they meet all of the criteria listed below:

14.21a are 55 years old or older on or before June 30 of their last year of employment; and

14.21b have been employed by the District for the past 10 years; and

14.21c have been continuously employed by the District at least 0.6 FTE during the previous five years of employment, and

14.21d the unit member must have retired from the District and be a participant in the State Teachers' Retirement System, and

14.21e the unit member must have been enrolled in the health plan during the year immediately prior to retirement. (Enrollment in TSA plan does not constitute enrollment in a health plan.)

14.22 Individuals retiring between January 1 and August 31 will switch from active to retiree health coverage on August 31. Individuals retiring between September 1 and December 31 will switch from active to retiree health coverage on December 31.

14.23 The District shall participate in a Tier Program for retirees. The District contribution to a medical and/or dental plan and/or vision plan will be the total of the District contribution to the composite level of the medical plan and dental plan and vision plan that was in effect for the individual employee's plan at the time the bargaining unit member retired. Increase in the cost of premiums will be borne by the retiree when the individuals Tier Program is greater than the composite level of his/her plans. (10/2/91, 05/10)

14.24 The District contribution towards health (medical, dental and/or vision) benefits will continue until one of the following occurs:

a) six (6) years pass from the date of retirement or

b) a retiree turns 65 years of age or (May 3, 1994)

c) the retiree dies

(1) in the event of the death of the retiree, his/her spouse or eligible dependent will be able to purchase coverage under COBRA providing the retiree and spouse were covered by the District health plan at the time of retiree's death. (May 20, 2010)

14.25 For the purpose of meeting criteria "c" under paragraph 14.21 above, a bargaining unit member may be granted up to a one year leave of absence or sabbatical without constituting a break in service, however, these leaves or sabbaticals will not count towards service, requirements stipulated in this article.

14.26 Reduced Services Employment Plan

1. The Reduced Services Employment Plan (also known as the Reduced Workload Program or Willie Brown Program) will be operated in accordance with applicable Education Codes and other state and federal laws.
2. The unit member shall have reached the age of fifty-five (55) prior to reduction in workload.
3. The unit member shall have been employed full time in a position requiring certification for at least 10 years of which the immediately preceding five years were full time employment.
4. The option of part time employment shall be exercised at the request of the unit member and can be revoked only with the mutual consent of the employer and the unit member.
5. The unit member shall be paid a salary which is the prorated share of the salary he or she would be earning had he or she not elected to exercise the option of part time employment but shall retain all other rights and benefits for which he or she makes the payments that would be required if he or she remained in full time employment. The unit member's State Teachers Retirement System contribution paid both by the District and the unit member shall be the same as if the unit member taught full time.
6. The District shall provide participating unit members with health and welfare benefits as though they were full time employees.
7. The minimum part time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during his or her final year of service in a full time position or equivalent to half-time employment per day for the full school year.
8. Unit members interested in the reduced workload program must submit an application and plan to the Superintendent by the end of the first semester for the following school year. The plan must include the percentage of work, how they propose to organize their work schedule, and how they propose to make retirement contributions if monthly paychecks are not issued. The plan must include information that confirms eligibility under the Education Code.
9. The Board will determine whether to offer the reduced workload program for the following school year on or before their regularly scheduled meeting in February. If offered in a particular school year, all timely requests that are complete and meet Education Code eligibility criteria shall be approved.

10. Once approved, the agreed upon term of part time status may only be modified or the program terminated with the mutual consent of the employer and the unit member. If terminated, the unit member may return to regular service or retire.

## ARTICLE 15

### MISCELLANEOUS PROVISIONS

#### 15.1 District Rights

- 15.1.1 The exercise of the powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by terms of this Agreement, and then only to the extent such terms are in conformance with law.
- 15.1.2 It is understood and agreed that the District retains all of its powers and authority except as limited by the terms of this agreement, to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations, determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue. In addition, the District retains the right to hire, classify, assign, transfer, evaluate, promote, reprimand, and terminate employees except as limited by the terms of this Agreement.
- 15.1.3 The exercise by the District of the rights, and discretion as described herein shall not be subject to the grievance/ arbitration procedure, except when the exercise of such rights conflicts with the terms and conditions of this Agreement.
- 15.1.4 In the event of an emergency, the District shall have the right to rescind any portion of this Agreement directly related to the nature of the emergency. "Emergency" as used in this Article, is limited to natural catastrophic situations that would prevent the normal functioning of the District pursuant to this Agreement.

#### 15.2 No Strike, No Lockout

- 15.2.1 The Association agrees that there will be no strike, work stoppage, slow down or picketing in the furtherance thereof or refusal to perform job functions, by the Association or by its officers, agents, or members, including compliance with the requests of other labor organizations to engage in such activity.
- 15.2.2 The Association recognizes the obligation to comply with the provisions of this agreement to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow down, picketing in furtherance thereof, or refusal to perform job functions by employees who are represented by the Association, the Association agrees, in good faith, to take all necessary steps to cause those employees to cease such action.
- 15.2.3 The District agrees that during the term of this agreement there will be no lockout.
- 15.2.4 This Provision becomes effective July 1, 1979.

### 15.3 Selection of Department Chairpersons

1. Each department at Analy, El Molino and Laguna high schools (only) will elect its own department chairperson.
2. Teachers and counselors at Laguna High School (only) will be designated as Shared Department Chairpersons, and will share the department duties within the departments in which they serve.
3. The term of service for Department Chairperson and Shared Department Chairperson is one year.
4. Each department may have the option of electing a chairperson and an assistant chairperson. If this option is employed, the department chairperson's stipend will be divided to be a two-thirds apportionment for the chairperson and a one-third apportionment for the assistant chairperson.
5. The Department Chairperson stipends at Analy and El Molino high schools shall be calculated once annually, based on the number of teacher sections assigned to the department as of the 20<sup>th</sup> day of the fall semester, applied to Appendix A-1.
6. For the purposes of calculating department sections for counselors, a full time counselor will be equivalent to the number of class periods in the class schedule of a full time student at the counselor's school site (in 2006-07, 7 periods at Analy and El Molino; 6 periods at Laguna). A part time counselor will be equivalent to the percent of their part time position as defined in Article 3.23, applied to the class sections of a full time counselor at the counselor's school site. Partial sections shall be rounded to the nearest whole number. (For example, a 20% part time counselor is equivalent to 1.4 sections, rounded to 1. A 50% part time counselor is equivalent to 3.5 teaching sections, rounded to 4.)
7. For the purposes of calculating Shared Department Chair stipends for teachers and counselors at Laguna High School, the percentage of full time as defined in Article 3.23 shall be applied to Appendix A-1.
8. A review of the performance of a Department Chairperson at Analy or El Molino high school may be requested by the members of that department or by the administration. If the evaluation is determined to be negative, either by the department or the administration, the principal shall have the option of not recommending renewal of the stipend for Department Chairperson and, in that case, the evaluatee may not continue to serve as a department chairperson.
9. A review of the performance of a shared Department Chairperson at Laguna High School may be requested by the Shared Department Chairpersons or by the administration. If the evaluation is determined to be negative, either by the Shared Department Chairpersons or the administration, the principal shall have the option of not recommending renewal of the stipend for Shared Department Chairperson and, in that case, the evaluatee may not continue to serve as a Shared Department Chairperson.
10. If a department chairperson resigns or is unable to continue service as a department chairperson because of health or other personal reasons, a new chairperson will be elected by the department according to departmental procedures.

### 15.4 Complaint Procedures

District Board Policy and Administrative Regulation 1312.1 will be followed for complaints against District employees.

The regulations cited above shall be reviewed and reaffirmed by the Board of Trustees once every three years.  
(May 23, 1994)

**ARTICLE 16**

**TERM OF CONTRACT**

16.1 Contract Agreement

16.1.1 This Agreement shall supersede any rules, regulations, or practices of the Board, which are or may in the future, be contrary to or inconsistent with its terms. This Agreement shall affect existing policy of the Board only to the extent that the provisions hereof are inconsistent with such policy, in which case the provisions hereof shall take precedence to the extent of such inconsistency.

16.1.2 Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this agreement.

16.1.3 If any provision of this Agreement or any application thereof to or by any teacher is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect. Should a provision or application be deemed invalid, as described in the paragraph above, and no remedy is provided by the court, then the Board shall reinstitute any benefit reduced or eliminated to the extent allowable under the law. Moreover, the parties shall meet no later than ten (10) days after such court decision to renegotiate the specific provision or provisions affected.

16.2 Reopeners and Obligation to Bargain

16.2.1 The parties agree that this document represents the entire agreement, and the parties expressly waive all rights to meet and negotiate whether or not a specific provision is contained in this agreement and whether or not proposals were made and later withdrawn during the course of negotiations.

16.2.2 Each party shall have the annual right to reopen salary (wages and fringe benefits) and calendar by giving written notice to the other party. Additionally, WSCTA and the District will have the annual option to reopen two (2) Articles of their individual choice unless it is a contract expiration year in which all Articles are open for negotiation.

16.3 Sunshining

In order to expedite the start of negotiations the parties agree to submit their proposals for reopeners no later than the week prior to the September School Board meeting of each year of this Agreement. The District shall post these proposals as a part of the meeting agenda and allow for public comments at the meeting. This will constitute proper public notice so that negotiations may commence beginning in October.

FOR THE ASSOCIATION

FOR THE DISTRICT

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



## APPENDIX A

### CONTINGENCY LANGUAGE

For 2013-2014

#### Article 3 – Wages

##### 3.1 (Salary Schedule)

A restoration of 1.65% to the Certificated Salary Schedule Appendix A-1 reflecting the return to a 183 day school year (180 days of instruction and 3 staff development days). An additional 0.55% added to the Certificated Salary Schedule reflecting the addition of one teacher work day to the calendar. A related 2.2% adjustment will be applied to the Extra Curricular Payment Appendix B, implemented for 2014-15.

“Team Leaders – Consortium” will be added to the Department Chairpersons heading in Appendix A. Each 1.0 FTE in each team (psychologists, nurses and speech therapists) will equate to 5 sections for purposes of calculating the stipend.

#### Article 4 - Hours

##### 4.1 Hours of Employment

###### 4.11 On-site Work Day and Responsibilities

###### 4.11e

Eliminate “on payday and” from sentence 1, line 4

##### 4.4 Work Year and Holidays

4.41 For 2014-15, the work year for regular full time unit members shall be 184 days total; with 180 days of instruction, 3 staff development days and 1 teacher work day. The 2014-15 calendar conditionally approved by the School Board on February 12, 2014 shall be included as a contract Appendix.

#### Article 14 – Retirement

14.1 Change title of Article 14.1, add sentence to paragraph 1, and strike out-dated language as follows:

##### Early Retirement Notification Incentive

Add a sentence to paragraph 1, such that final 2 sentences of this paragraph are: “This retirement benefit will be distributed in a lump sum or through a Tax Sheltered Annuity (TSA) with a District-approved TSA provider within 60 days of the unit member’s date of retirement. Said funds will not be counted toward retirement credit. (11/89, 05/10, 02/14)”

~~Bargaining Unit personnel electing this option shall not be eligible for the Certificated Early Retirement Program as stipulated in Article 14.1 of this contract.~~

The following does not need to be inserted in the contract, but should be mentioned in the agreement language:

The District and Association agree to form a joint committee to meet during the 2014-15 school year to look at alternative health plan options available for early retirees under the Affordable Care Act for which the District would reimburse premiums subject to the restrictions in Article 14.2 Retirement Benefits.

##### 14.2 Retirement Benefits

###### 14.25

Change “14.31” to “14.21” in line 1, and add “;” after the word “service” in line 4

Article 14.26 Reduced Services Employee Plan

Eliminate current wording for 14.26 (1) through 14.26 (6) and the two (2) paragraphs following 14.26 (6), and substitute with:

14.26 Reduced Services Employment Plan

1. The Reduced Services Employment Plan (also known as the Reduced Workload Program or Willie Brown Program) will be operated in accordance with applicable Education Codes and other state and federal laws.
2. The unit member shall have reached the age of fifty-five (55) prior to reduction in workload.
3. The unit member shall have been employed full time in a position requiring certification for at least 10 years of which the immediately preceding five years were full time employment.
4. The option of part time employment shall be exercised at the request of the unit member and can be revoked only with the mutual consent of the employer and the unit member.
5. The unit member shall be paid a salary which is the prorated share of the salary he or she would be earning had he or she not elected to exercise the option of part time employment but shall retain all other rights and benefits for which he or she makes the payments that would be required if he or she remained in full time employment. The unit member's State Teachers Retirement System contribution paid both by the District and the unit member shall be the same as if the unit member taught full time.
6. The District shall provide participating unit members with health and welfare benefits as though they were full time employees.
7. The minimum part time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during his or her final year of service in a full time position or equivalent to half-time employment per day for the full school year.
8. Unit members interested in the reduced workload program must submit an application and plan to the Superintendent by the end of the first semester for the following school year. The plan must include the percentage of work, how they propose to organize their work schedule, and how they propose to make retirement contributions if monthly paychecks are not issued. The plan must include information that confirms eligibility under the Education Code.
9. The Board will determine whether to offer the reduced workload program for the following school year on or before their regularly scheduled meeting in February. If offered in a particular school year, all timely requests that are complete and meet Education Code eligibility criteria shall be approved.
10. Once approved, the agreed upon term of part time status may only be modified or the program terminated with the mutual consent of the employer and the unit member. If terminated, the unit member may return to regular service or retire.

For 2012-2013

Article 3 – Wages

The District and WSCTA agree to the following for Article 4 – Wages:

- Effective July 1, 2013, WSCTA Salary Schedule will consist of the following columns:
  - ✓ Column 0 – Non Credential
  - ✓ Column 1 – No BA with Credential
  - ✓ Column 2 – BA + 30 units
  - ✓ Column 3 – BA + 45 units
  - ✓ Column 4 – BA + 60 units
  - ✓ Column 5 – BA + 75 units

Effective July 1, 2013, Column 4/ Step 1, 2, 3 and Column 5/Step 1, 2, 3, 4, and 5 will no longer have blank cells but will be filled in with the appropriate salary based on a 1.0 FTE.

- Effective July 1, 2013, Nursery School Salary Schedule will be removed from the WSCTA Salary Schedule and from WSCTA contract language, Article 3 Wages, 3.7, 3.71, 3.72 and 3.73.
- Effective July 1, 2013, all certificated Speech and Language Therapists shall be placed on the School Psychologist Salary Schedule. Effective July 1, 2013, the Psychologist Salary Schedule will be renamed “Certificated Psychologist and Speech and Language Therapist Salary Schedule.
- Effective July 1, 2013, Appendix B of the WSCTA Contract, WSCUHSD Extra Curricular Payment Schedule; Badminton will be removed from the women’s category and placed under the Men’s and Women’s category of the schedule along with Assistant in the manner for the other two sports in the Men’s and Women’s category. Effective on the date this Tentative Agreement is signed by both parties, if the Badminton season is not over, a stipend request can be made from the Head Coach and an Assistant Coach if there were 30 students or more on the team.
- Effective July 1, 2013, Short Term Independent Study Coordinator will be added to Appendix B of the WSCUHSD Extra Curricular Payment Schedule under District and Categorically Funded Activities.
- The District and WSCTA agree to the following language revisions to Article 3 - Wages:
  - 3.51 For placement in Column I, a Designated Subject Credential, for which a Bachelor’s degree is not necessary, is required.
  - 3.52 Placement in Column II–V requires a Bachelor's Degree plus a valid California credential for the certificated assignment.
    - 3.52a Placement in Column II requires a Bachelor's Degree plus 30 units secured after the Bachelor's Degree or a Bachelor’s Degree and credential.
    - 3.52b Placement in Column III requires a Bachelor's Degree plus 45 units secured after the Bachelor's Degree or a Bachelor’s Degree and credential and 15 units secured after the credential.
    - 3.52c Placement in Column IV requires a Bachelors Degree plus 60 units secured after the Bachelor's Degree or a Bachelor’s Degree and credential and 30 units secured after the credential.
    - 3.52d Placement in Column V requires a Bachelor's Degree plus 75 units secured after the Bachelor's Degree or a Bachelor’s Degree and credential and 45 units secured after the credential.

3.53 Teachers who are not yet fully credentialed are placed at Step 1 Column 0. Once fully credentialed, the teacher shall present the original full credential document to the Human Resources Office and the teacher's salary placement shall be adjusted effective on the valid date of the full credential.

3.6 Movement Across Columns

3.61 Any subsequent changes in column placement shall be made when a teacher has completed enough units within his/her teaching credential or related subject area to move to the next column as defined in 3.52

3.61a Movement from Column 1 will be limited to Column 2 until the unit member earns a BA and is eligible for higher placement.

Article 4 - Hours

The 2013-2014 School Year Calendar attached will consist of a total of 180 workdays (attached) for certificated employees, 177 student instructional days and three (3) Staff Development Days; Monday, August 19, 2013, Tuesday, August 20, 2013 and Monday, October 7, 2013.

Article 5 – Class Size

- Effective July 1, 2013, class size hard caps will be placed on the following classrooms:
  - ✓ Lab Science classes assigned to meet in B3 and B4 at El Molino High School will not exceed 33 students
  - ✓ Project Make classes or other activity assigned to meet in TC1 at Analy High School will not exceed 30 students

Article 6 – Health and Welfare

The District and WSCTA agree there will be no change to health and welfare benefits for the 2013-2014 school year.

Article 11 – Employee Evaluation Procedures

The District and WSCTA agreed to the following language revisions to Article 11 – Employee Evaluation Procedures:

The District and WSCTA agree the Guide to Understanding the Teacher Evaluation Process and evaluation forms will be included in the WSCTA Contract as an Appendix. Changes to the guide or forms will be made by mutual consent of the Association and District.

11.3 Every temporary or probationary certificated employee shall be evaluated by the administration in writing at least once each school year.

- Unit Members will be notified within the first four weeks of school that they will be evaluated, and a pre-evaluation conference will be scheduled.
- By the end of the first quarter, the evaluator will meet with the unit member to seek agreement of the evaluation process, the CSTP/Academic Standard requirements, Employee Goal Sheet and other related evaluation requirements.
- Unit Members will have a minimum of two pre-arranged classroom observations.
- Unit Members will address two or more course specific Academic Standards, plus CSTP standards two, three and four.

- Unit Members shall complete the Certification Goal Sheet prior to the first classroom observation.
- Classroom observations will be a minimum of thirty (30) minutes, including the beginning and end of a lesson as pre-arranged by the unit member and evaluator.
- The first observation will be completed by December 1.
- The evaluator will hold a conference with the unit member about each observation within three (3) school days of each observation.
- Unit members will receive the written final evaluation no later than thirty (30) days before the last day of the school year, with the final evaluation conference scheduled no more than three (3) days later.

11.4 All permanent certificated employees may be evaluated by the administration in writing every year. All permanent unit members who have been employed between three and ten years will be evaluated at least every other year.

11.4.1 All permanent unit members to be evaluated within a school year will be notified within the first four (4) weeks of school.

11.4.2 For those permanent unit members who have been employed at least ten years with the school district, are highly qualified as defined in 20 U.S.C. Sec. 7801 (ESEA), and whose immediately previous evaluation rated the employees as “standards met or exceeded” evaluation will be done every five years by mutual agreement of the unit member and the evaluator. The unit member or the evaluator may withdraw consent at any time.

- Unit Members will be notified within the first four weeks of school that they will be evaluated, and a pre-evaluation conference will be scheduled.
- By the end of the first quarter, the evaluator and the employee will meet to determine the evaluation process (Alternative or Traditional) and to discuss the required timelines, meeting dates, Employee Goal Sheet, project responsibilities and the observation/evaluation procedures to be used.
- Traditional Process:  
Unit Members using the Traditional Process will have a minimum of one pre-arranged classroom observation.
- Alternative Process:  
Unit Members with the Alternative Evaluation Plan will have minimum of three meetings per year to discuss and evaluate the Alternative Plan.
- Unit Members will address two or more course specific Academic Standards, plus any two CSTP standards.
- Classroom observations will be a minimum of thirty (30) minutes, including the beginning and end of a lesson as pre-arranged by the unit member and evaluator.
- The evaluator will hold a conference with the unit member about each observation within three (3) school days of each observation.

- Unit members will receive the written final evaluation no later than thirty (30) days before the last day of the school year, with the final evaluation conference scheduled no more than three (3) days later.

11.5 No later than November 1 of each year, the evaluator shall determine the activities, the standards of performance, and the assessment procedures to be used in the evaluation, after discussion with the evaluate. By mutual agreement the evaluation plan may be modified.

11.6 Any evaluator or unit member who has difficulty meeting the timelines in this article may request a meeting with the Superintendent and the Association President (or designees) to assist in resolving the issues.

11.7 The entire evaluation process shall include at least one classroom observation including the beginning and ending of the lesson as pre-arranged by the unit member and evaluator.

For 2011-2012

Article 4 – Hours

Add as a new paragraph to existing language:

4.11 b

A unit member whose work assignment is on more than one school site shall attend faculty meetings consistent with this Article at school sites in proportion to the campuses where their work assignment is located, unless an exception is agreed upon by the principals involved.

4.11h

Full-time and Part-time unit members shall be required to attend annual “Back-to-School Night” and “Open House.” Unit members whose work assignment is on more than one school site shall attend the annual “Back-to-School Night” and “Open House” on the campus where the majority of their work assignment is located, unless an exception is agreed upon by the principals involved. (3/14/91) See 4.12 below.

4.21

Campus supervision assignments shall be made by the site administrator. Each full-time unit member may be required to supervise a maximum of three (3) after hour activities per year. Each part-time unit member may be required to supervise a maximum of two (2) after hour activities per year. A unit member whose work assignment is on more than one school site shall have campus supervision assignments at school sites in proportion to the campuses where their work assignment is located, unless an exception is agreed upon by the principals involved. A unit member’s preference will be the major consideration where assignments are made. Unit members also must realize that not every preference may be honored because of the need for supervision at many varied activities. A unit member may ask another on site unit member to substitute for him/her and still receive “credit” for the supervision as long as the site administrator is informed about the substitution. (3/14/91)

4.33

Travel Time and Expenses for Multi-site Positions: When a member of the unit is assigned to a position that necessitates the unit member to be on more than one school site on a given day, the unit member shall be entitled to reimbursement for one-way mileage expenses between sites (7 miles between El Molino and Analy/Laguna) at the District mileage reimbursement rate. If the unit member’s assigned position requires the unit member to travel between sites during the unit member’s prep period, the unit member shall be entitled to 0.25 hours of extra duty pay at the pay rate specified in Board Policy 4152.

4.42

For 2012-2013, the work year for regular full-time unit members shall be 177 days one (1) Staff Development day and 176 days of instruction). See Appendix D for current calendar.

#### Article 6 – Health and Welfare Benefits

##### 6.2 Agreed to change spelling “duel” to “dual”

Add the following language as 6.21

Where spouses or domestic partners are both unit members and dual covered, the District shall pay 100% of the individual coverage offered to unit members if that coverage costs less than the District’s 95% share of the Kaiser Plan 6 with Optical or Blue Cross 2c, whichever is higher.

#### Article 14 – Retirement

Eliminate 14.1 Certificated Early Retirement Program, renumber remaining sections accordingly.

##### For 2010-2011

The intent of the WSCTA and District in this agreement is to enable using federal “Ed Jobs” funds to maintain staffing levels that allow the District to continue to deliver a 7-period student day, in which teachers teach 5 periods and 2 prep/on-call periods, at both District comprehensive high schools in 2012-2013. This gives an opportunity for the community to take action to pass a parcel tax before June 2013 designed to continue the current student and teacher daily schedule as long as possible into the future.

In the event the 6-period student day (5-period teaching day with 1 prep period) is imposed, then this agreement for Wages and Hours is null and void starting in the year that the 6-period student day is imposed, and these Articles must be renegotiated.

#### Article 4 – Hours (calendar)

2011-2012

District and WSCTA have reached agreement on calendar (176 instructional days and 177 teacher work days) on 2/23/2011, which was ratified by WSCTA on 3/14/2011.

2012-2013

176 instructional days and 177 teacher work days.

#### Article 3 – Wages

2011-2012

District and WSCTA have signed an MOU on 2/23/2011 to increase wages 1.1% from the 2011-11 salary schedule.

2012-2013

Salary schedule will be the same as 2011-2012, plus step and column.

#### Article 5 – Class Size

No changes in contract language, but parties agree to an MOU for 2011-2012 (attached)

#### Article 6 – Health and Welfare Benefits

##### A. Medical Benefits

No change to 95/5% benefit structure.

##### B. Dental and Vision Benefits

The WSCTA agrees to allow the District to offer a PPO Dental plan with a benefit level higher than the current dental plan, in addition to the current dental plan in 2011-2012.

#### Article 11 – Employee Evaluation Procedures

The District and Association agree to adopt for use starting in 2011-2012 the standards-based counselor evaluation instrument piloted in 2009-10 and 2010-11.

For 2011-12 and 2012-13, the District and Association agree to continue piloting the WSCUHSD CSTP-based teacher evaluation tool.

#### For 2009-2010

1. Beginning with the 2010-2011 school year, the pay cycle will be from August to May, with deferred net pay distributed in the May paycheck.
2. For eligible employees and dependants, the District shall pay 95% of any CVT Blue Cross or Kaiser Plan offered by the District. For those eligible unit members who enroll in a medical plan other than one of the Kaiser or Blue Cross plans, the District will contribute up to the employee's eligible tiered rate of Kaiser Plan 6 with Optical or Blue Cross 2C, whichever is higher. The employee's 5% contribution for July, August and September will be deducted from paychecks issued in August and September. The employee's 5% contribution for October through June will be deducted from the remaining paychecks.
3. The District will implement an IRS 125 plan for employees to participate in.
4. The District and Association agree to meet within two weeks after the plan choices and rates are released by CVT to choose among the plan options available and to produce an Appendix stating the cost to the District and employees for each option.
5. The District and Association agree that, for 2010-2011, where dual coverage is available by employment of both parties by the District, one of the two district employees will be required to take individual coverage while the other employee may take full dependent coverage. Where spouses or domestic partners are both unit members and dual covered, the District shall pay 100% of the individual coverage offered to unit members if that coverage costs less than the District's 95% share of the Kaiser Plan 6 with Optical or Blue Cross 2C, whichever is higher.
6. The District and Association agree that employees terminating at the end of the school year may continue on the existing District medical, dental and vision plans under the provisions set in Article 6 for a period not to exceed three (3) months from the last day of the certificated work calendar, provided such arrangement is permitted by and agreeable under such plans in force at the time of such termination. This applies to voluntary terminated, non-reelected or laid off. Under no circumstances will the privilege be extended beyond a three (3) month period or into the new coverage year for medical, dental and vision plans.
7. The District and Association clarified that retirement benefits apply to retirees who are 55 years or older. Language was revised to reflect the availability of health benefit coverage under COBRA to the surviving spouse or eligible dependent of a retiree.
8. The District agrees to engage with PARS, or a similar organization, to conduct a retirement analysis in the 2010–2011 school year. The purpose of this analysis will be to investigate possible retirement incentives that may be beneficial to the District and Association.
9. All tentative agreements and memorandums of understanding signed to date are included in this settlement including language on calendar and wages for the 2010-2011 and 2011-2012 school year.

#### For 2008-2009

1. Reduce the work year calendar to 181 days with one non-student day on August 18, 2009.



2. Revise the certificated salary schedule to reflect the reduction of three (3) workdays to the 2009-2010 and 2010-2011 work year calendar.
3. Contract language was added in Article 6 – Health and Welfare Benefits for dual district employees are required to take individual coverage while the other employee may take full dependent coverage
4. The District and Association will initiate a review of health and welfare benefits and costs as of September 2009. The District and Association will work together in 2009-2010 to review options and educate all stakeholders regarding premium costs and District contribution levels. The purpose will be to negotiate a settlement that will be effective July 1, 2010. In the event an agreement is not reached, the District will pay 95% of the premium cost for each unit member and the unit member will be responsible for 5% of the premium. In such event, the District will implement an IRS 125 Plan for unit members to participate in.
5. Contract language was revised in Article 9 – Leaves
6. Contract language was revised in Article 11 – Employee Evaluation Procedures
7. Retirement Incentive was offered to unit members that met the following criteria to be eligible for the retirement incentive:
  - 55 years of age or older
  - Submit written, non-revocable letter of retirement
  - Incentive – amounts below include and are not in addition to the current \$7500.00
  - Retirement incentive is contingent on twelve (12) or more unit members submitting a retirement notice by May 5, 2009
    - If seven (7) of the twelve (12) or more retire as of August 15, 2009 unit members will receive \$25,000.00 over a four (4) year period
    - If less than seven (7) for 2009-2010 but twelve (12) or more overall, unit members will receive \$20,000.00 over a four (4) year period
  - The above amounts are prorated for part-time unit members
  - Retirement incentive concept is closed for 2009-2010 but may be reopened by either party for the 2010-2011 school year
  - Payment of incentive money will be used for health benefits only
8. Contract language was revised in Article 15 – Miscellaneous Provisions
9. Contract language was revised in Article 16 – Terms of Contract

#### For 2007-08

1. Utilize the equivalent of a 1% increase on the salary schedule to implement the adjusted stipend schedule and class size hard caps agreed to in 2006-07.
2. Add 2% to all steps and columns of the Appendix A-1 salary schedule, retroactive to the start of the 2007-08 school year. In addition, a one-time 2% bonus shall be issued to all unit members based on the 2007-08 salary schedule (after 2% noted above has been added to the salary schedule).
3. Contract language was added that created the Laguna Shared Department Chair stipend.
4. Contract language was adjusted to allow in-lieu's for medical coverage in the future if the insurance carrier allows them.
5. Contract language was adjusted to reflect the changes in health plans being offered.

#### For 2006-07

1. A total salary increase of 5.31% (4% + 1.31% based on contingency language) on the WSCTA salary schedule A-1 (including Nursery School salary, but excluding Masters and doctorate stipend) effective July 1, 2006.
2. Changed Nursery School teacher length of workday.
3. Established timeline for change in salary from non-fully credentialed to fully credentialed.
4. Revised Stipend Schedule and agreed to develop job descriptions.

5. Clarified how percentage of a part-time employee is determined, length of workday, faculty meeting obligation, lunch hour and prep time for part-time employees.
6. Established safety related class size maximums for specific classes/classrooms and clarified how class size overage will be calculated for these classes.
7. Clarified in-lieu health benefits for part-time employees.
8. Adjusted release time for chapter presidents and submission of absence slips for same.
9. Clarified staff development buy-back day attendance issues.
10. Pilot changes to evaluation procedures to be CSTP-based.
11. Clarified issues regarding grieving evaluation procedures and findings; Association filing grievance and invoking arbitration.
12. Clarified language regarding how sections are determined for counseling department chairs and created department chairs for Laguna High School.

#### For 2005-06

1. A 3% salary increase on WSCTA salary schedule A-1 (including Nursery School salary, but excluding Masters and Doctorate stipend) effective October 31, 2005.
2. Health Benefits: Effective July 1, 2006, the District will cover the full cost of Kaiser or PacifiCare health plans for eligible members and their eligible dependents. For any unit member who enrolls in Blue Cross coverage, the District will contribute up to the employee's eligible tiered rate of Kaiser or PacifiCare, whichever is greater.
3. Class Size: Agreement to review language and increase overage payment from \$1.00 to \$2.00 per student per day for second semester 2006/07 only.
4. Evaluation: Agreed to create committee to review PAR and develop evaluation tool based on California Standards for the Teaching Profession.
5. Retirement Incentive: Open window period for the STRS two year service credit.
6. Agreed to term of contract July 1, 2005 through June 30, 2008.

#### For 2004-05

1. No salary increase over 2003-04
2. Establish stipend for WASC Coordinator
3. Revise Personal Necessity language to allow three of the seven personal necessity days to be used for personal business.

#### For 2003-04

1. No salary increase over 2002-03
2. One-time cash payment for eligible retiring employees changed from \$5,000 to \$7,500.
3. Psychologist shall be paid at 1.1 times certificated salary schedule salary cell at which he/she is placed. Days beyond school year paid at individual psychologist per diem rate.
4. Establish the following stipends: EL Lead Teacher, Title I Laguna.
5. Retirement Incentive: Open window period for the STRS two year service credit.

#### For 2002-03

1. No salary increase over 2001-02
2. The following retirement incentives were offered:
  - a) Two additional years of health benefits(deadline 1/17/03).
  - b) \$21,000 over three years if five to eight employees retired; \$24,000 over three years if nine or more employees retired (deadline 3/10/03).
3. Language to transfer Twin Hills District nurses and psychologist into the West Sonoma County Special Education Consortium keeping existing salary but placing at bottom of seniority list. These individual were recognized as unit members of WSCTA.

For 2000-01 and 2001-02

1. Salary:

- For 2000-01 - 8% increase to salary schedule retroactive to July 1, 2000.
- For 2001-02 - State Statutory COLA plus 2.2%.

In the event the District receives undesignated revenue from state or federal sources above the actual funded COLA, the percentage amount that represents the average of salaries and statutory drive costs such as STRS, SUI, Workers Comp, Medicare will be applied to the new undesignated revenue sum providing a pool for certificated salaries that will be divided by the base to equal a percentage increase for certificated salaries.

The District and WSCTA will work to identify five years over which the average will be developed for purposes of this two year agreement.

The District and WSCTA agree to pursue the development of language for establishing a District Certificated Salary formula to be utilized after the expiration of this agreement, which covers the period of July 1, 2000 through June 30, 2002.

2. Early Retirement Option:

Parties agree that the following option is good for the period of July 1, 2000 through June 30, 2002 and supersedes any current contract clauses, unless deadlines or quotas spelled out in this agreement are missed.

A certificated employee who meets the following conditions may apply to retire by the end of the specific school year and receive an incentive through the District of \$10,000 per year for four years to total \$40,000 payable at \$10,000 per year. Said employee must provide notice to the District Personnel Office by December 8, 2000 of the intent to retire by the end of the 2000-01 school end.

Necessary conditions for eligibility:

- Employee must reach 55 years of age by the retirement date.
- Employee must have completed a minimum of 10 years of service with the school district.
- Employee must be actively employed in a current teaching or counseling assignment for the 2000-01 school year.
- The retirement must generate a cost savings for the District.

In order for this incentive to be operational for the 2000-01 school year, a minimum of four eligible certificated employees must apply by the set deadline of December 8th and subsequently qualify. It is the intent of this agreement that any certificated employee who applies after the December 8th deadline to retire by the end of the 2000-01 school year would not be eligible for this incentive and would only receive the prior contract incentive of \$5,000 for retirement.

Retirement Option for 2001-02 school year:

For the 2001-02 school year the conditions described above would once again apply for certificated staff providing that the retirement notice for the 2001-02 school year is given prior to December 8, 2001 with retirement by June 30, 2002.

For 1999-00

1. Salary:

- A 3% retroactive pay increase to the salary schedule for certificated staff for the 1999-2000 school year (the 3% increase for 1999-2000 is also applied to the initial step on the salary schedule for non-credentialed teachers, to reach the new Step 1, Column 0 for the 2000-2001 school year).
- The implementation of the proposed \$34,000 beginning teachers salary schedule effective with the 2000-01 school year. In doing so, the Association and District agree to maintain a "Step 1 Column 0" figure upon which all stipend schedules of the District are based and at which non-credentialed teachers are placed. It is not the intent to have the \$34,000 beginning teacher salary impact the current stipend schedule.

The West Sonoma County Union High School District Teachers' Association and the Board of Trustees both agree that it is important to increase the salary of beginning teachers. Though there is a state augmentation in the 2000-01 state budget to provide these funds for this purpose, the potential exists that the reimbursement from the state may be pro-rated if the participation rate among district exceeds the funding within the budget. The Teachers' Association and Board of Trustees acknowledge that there may be future costs to the District involved in this step.

For 1998-99

1. Salary:

5.75% increase over 1997-98 on schedule. (1.75% of which is for three (3) Staff Development Buy Back Days\*\*).

After obtaining budget information from the first business Board meeting of September each year, the District and Board of Trustees agree that 83% of any excess unrestricted\* funds in excess of \$100,000 shall be placed upon the salary schedule.

Any carry over funds which were undesignated in previous years will also be negotiated in September of 1999.

\* 83% represents compensation for all employee groups

\* Unrestricted categories shall be defined as mandated costs, local income, interest, and revenue limit proceeds.

\*\*Staff Development Day Buy Back:

- Mandatory attendance
- Increase on salary schedule
- Increase work year to 185 days for 1998-99 (182 + 3 staff development days).
- Work year for 1999-2000 and subsequent years will be 184 days (181 + 3 staff development days)
- Staff will check out of school and turn in their grades no later than 12:00 p.m. on the Monday following graduation
- Payroll deduction for any and all absences for any part of the designated days which will cause STRS to be credited at less than a full year
- All unit members required to attend
- If staff development days are not funded for the 1999-2000 school year, this settlement will be the district's starting point for salary negotiations for the 1999-2000 school year.
- Staff development days may be designated as full days or partial days to equal a full day as determined by the site.
- Make-ups are available with the mutual consent of the site administrator and the staff member.

For clarification, 1997-98 negotiated language will stay in place with the understanding that teachers will receive full compensation on the salary schedule, but a deduction will occur for days missed and STRS credit will be reduced accordingly. Missed days or time can be made up by arranging the make-up with the site level administrator. (4/18/00)

For 1997-98

1. Salary:  
2.4% increase over 1996-97, and 1.7% applied to masters/doctorate and longevity increments, and 5.5% on schedule.

For 1996-97

1. Salary:  
The District expects to receive a cost-of-living adjustment (COLA) from the State for 1996-97 estimated at a projected deflated amount (i.e., 2.8%) and agrees to make 85% of that amount (i.e., 2.38%) available to district-wide employee costs including salary and benefit increases, effective July 1, 1996. The District and Association agree to meet after September 1, 1996, to review any changes to the above projected State COLA and additional impact, if any, on salary and benefits for 1996-97.

To resolve the issue of 1996-97 contingency language, the District and Association agree to a final and binding compromise as follows:

Effective July 1, 1997 District will provide unit members with participation in a District paid vision program. Such program shall be offered through Vision Service Plan (VSP), Plan C family composite providing an eye examination, lenses, and frames every twelve (12) months. (MOU dated 7/8/97)

2. Class Size/Class Balance
  - A. It shall be a priority of the district to balance class size load using three of the following criteria:
    - 1) Overall student load per teacher
    - 2) Individual student load per class
    - 3) Equability in the number of teacher preparations
  - B. The District and Association will conduct a formal review on or before ten student days after the start of instruction for each semester to review any issues regarding the application of class size/class balance provision of the contract.
  - C. At the time of the formal review for the 1996-97 school year, \$32,000 will be used, if needed, as determined by the District and Association negotiations teams to fund one time additional teacher staffing for the 1996-97 school year.
  - D. Following the formal review as described in #B of this section, either the Association or the District may reopen contract negotiations to discuss issues of class size/class balance.

For 1995-96

1. Salary:  
For 1995-96 retroactive to July 1, 1995, the District, in recognition of the settlement of the CTA vs. Gould lawsuit, will provide an additional two percent (2%) on schedule salary increase. This adjustment will be provided contingent on the lawsuit issues having been resolved, that the settlement has been approved by the California Courts, and the funds have been provided to the

district. Payment shall be made as soon as practical following actual receipt of funds from the settlement of CTA vs. Gould. In the event that CTA vs. Gould is not finalized by November 1, 1996, or in the event that full payment is not received by the District within four (4) months of the settlement date, the parties shall reopen negotiations concerning this matter.

A 2% salary increase effective July 1, 1995, is made contingent upon receiving at least a 2.21% COLA from the state.

Should the COLA be more than 2.21%, the District and Association agree to reopen negotiations on salary for 1995-96. This reopened session would be anticipated to take place in August, 1995.

2. Extra-Service Contracts:

Those unit members who will receive and accept extra-service contracts will be expected to complete duties according to Board adopted job descriptions. Those job descriptions will be distributed to those unit members prior to beginning the extra service work.

For 1994-95

1. Salary:

The district agrees to an additional .5% (1/2 percent) on the salary schedule retroactive to July 1, 1994. The funding for this will include \$18,670.00 from the voluntary cancellation of health benefit cost from those unit members who had double coverage.

If the number of unit members who have canceled health insurance should reduce or expand, the Association and the District agree to reopen negotiations on salary for the 1995-96 for this amount.

For 1993-94

1. Salary:

- a) The District will enroll in JPR as part of RESIG J.P.A. for 1994-95 and 1995-96. (agreed 3/394)
- b) The HPR plan to be offered is the HPR Empire Plan with a \$10.00 office visit charge. (agreed 5/17/94)
- c) The Kaiser plan to be offered is the plan that has a \$5.00 office visit, \$5.00 prescriptions, \$20.00 mental health charge. (agreed 5/17/94)
- d) The savings accrued from all of these agreements (a, b, and c) will be used to finance a 2% raise to be placed on the salary schedule effective July 1, 1994, except for a fund of \$6,688.00 which will be used for support of training or accumulation of units to move across the salary schedule. (agreed 5/17/94)
- e) That the \$6,688.00 fund would be administered by a committee of teachers and administrators with a majority of teachers, representative of each of the three largest schools in the district (El Molino, Analy, Laguna) and the use of that fund is subject to Board and Association agreement on the criteria for the fund being proposed by the Association (agreed 5/17/94).
- f) That the attached salary schedule be put in place July 1, 1994 and effective for the 1994-95 school year.  
(June 27, 1994)

For 1992-93

1. Dental Insurance (Rev. 6/23/92)

Change section 6.1 to read: and continue 100% premium cost for Delta Dental or R.E.S.I.G. insurance, or a carrier with comparable coverage and service.

2. Salary

The money saved by the District shall be applied to the 92/93 salary schedule on a percentage basis as of 7/1/92.

91/93 budget/salary will be included in next year's negotiations when we know the state budget situation.

For 1991-92

1. Salary

No salary increase for 1991-92, except that the District and WSCTA agree to bargain an amount equal to the 91-92 PERS money if and when it comes back to the District.

2. Catastrophic leave (see article 9)

3. Changes in family definition (see article 9)

4. Academic Freedom (Appendix C-1)

5. Site-Based Decision-Making (see Appendix C)

For 1990-91

The WSCTA and the district shall form a committee to study the feasibility of implementation of AB123/SB54, the legislation allowing for the utilization of the final year compensation in determining STRS benefits (instead of the average of the final three years). The committee shall be formed of 3 WSCTA appointees and 3 District appointees. The scope of the study shall include but not be limited to: Cost to the district, benefit to the retiree, numbers of employees affected, relationship to other early retirement incentives like the Golden Handshake, the consultancy, and others. The committee shall meet and report back to the WSCTA and the District by June 1, 1992. (3/14/91)

Professional Participation in School Matters

The District and WSCTA agree to form a non-bargaining committee consisting of WSCTA representatives and district representatives to study the feasibility of establishing a site-based decision-making committee. (3/14/91)

For 1989-90

Fifty-two (52%) of the unrestricted ending balance, exclusive of the 3% reserve for economic uncertainty, shall be allocated to the improvement of certificated salaries. All calculations will be based on the final statement for the 89/90 school year. Any salary adjustments will be made to the 1990-91 salary schedule, retroactive to July 1, 1990. (11/89)

For 1987-88

1. Should the 1987-88 net unrestricted ending balance (EDP 220 or its successor) exceed \$50,000, then 52% of any amount in excess of \$50,000 shall be allocated to the "Diehl Plan". Lottery

income shall not be included in the threshold amount used in the 1985-86 salary settlement. Then, only the amount in excess of the threshold amount shall be included in the net unrestricted ending balance.

2. The amount of the compensation increase shall not exceed the equivalent of a 3.5% salary schedule increase for 1987-88.
3. The District and the Association recognize that the "Diehl Plan" is in its developmental stage and will take further work by the parties until it is operational. However, it is most likely that the final determination of the net unrestricted ending balance may not occur until October of 1988 thus allowing additional time to make this plan operational.

It is the intent of the parties to make the "Diehl Plan" available in some form to employees who retire after January 1, 1988. The benefit level, funding, and implementation date are as yet determined.

4. Further, it is the intent of the WSCTA and the District to meet and develop possible salary formulas and begin negotiations for the 88-89 school year. This would not preclude other re-openers at a later date (not later than March 15th).

Salary formula development should begin no later than the first week of December.

Negotiations should begin no later than mid-January. (11/87)



**INSERT CURRENT SALARY SCHEDULE  
APPENDIX A-1**

**INSERT CURRENT EXTRA DUTY SCHEDULE  
APPENDIX B**

APPENDIX C-1  
 COST TO THE DISTRICT AND EMPLOYEE  
 FOR EACH HEALTH BENEFIT OPTION  
 2014-2015

PLAN	Total Premium July 2014 through June 2015	Employee Annual 5% Contribution	District Annual 95% Contribution
<b>CVT - Blue Cross 2C</b>			
Employee Only	10164.00	508.20	9655.80
Employee + 1	17478.00	873.90	16604.1
Family	22053.00	1102.65	20950.35
<b>CVT - Blue Cross 5C</b>			
Employee Only	9456.00	472.80	8983.2
Employee + 1	16260.00	813.00	15447
Family	20517.00	1025.85	19491.15
<b>CVT - Blue Cross 7C</b>			
Employee Only	8745.00	437.25	8307.75
Employee + 1	15039.00	751.95	14287.05
Family	18978.00	948.90	18029.1
<b>CVT - Blue Cross 10C</b>			
Employee Only	6180.00	309.00	5871
Employee + 1	10629.00	531.45	10097.55
Family	13410.00	670.50	12739.5
<b>CVT - Kaiser 6</b>			
Employee Only	10575.00	528.75	10046.25
Employee + 1	18183.00	909.15	17273.85
Family	22935.00	1146.75	21788.25
<b>CVT - Kaiser 8</b>			
Employee Only	8763.00	438.15	8324.85
Employee + 1	15054.00	752.70	14301.30
Family	18984.00	949.20	18034.80

## APPENDIX D

### RESTRUCTURING/SITE-BASED DECISION-MAKING

The Association and the District agree to establish a process to begin implementing school restructuring, including site-based decision-making. Such a process will include but not be limited to:

#### At Each School Site

1. Establishing committees at each school site consisting of certificated and classified staff as well as administrators.
2. Establishing ground rules for the committees that address composition, selection, how decisions will be made, scope of the committee, communication mechanisms with the rest of the staff, and inclusion of others within the education community.
3. Establishing a process for implementing change at the school site that involves a significant approval from the school's work force as well as approval from the bargaining agents and school board.

#### At The District Level:

1. Establishing a district committee consisting of certificated and classified staff as well as administrators and board members.
2. Establishing a communication mechanism between and among site committees and constituencies, an internal decision-making process, and how decisions from site committees will be reviewed and facilitated.
3. Establishing a process for implementing changes that could impact contract and/or board policy.

It is expected that committees will be established by the end of the 1991/92 year, and that the ground rules and processes will be formulated during the 1992/93 year so that any necessary changes may be incorporated into the contract.

1993-94 Revision as per negotiations in Spring '93.

The District and the WSCTA agree to maintain the present contract language around restructuring and to delay implementation of the committee structure around site-based decision making until such a time that mutual agreement can be reached. Furthermore, during this time, District and WSCTA will examine contract language prepared by the District team that would separate the two issues: (a) restructuring, and (b) site-based decision making.

6/4/93 MOU

## **APPENDIX D-1**

### **ACADEMIC FREEDOM**

The Association and the District agree that the West Sonoma Union High School District, as a public school district, must educate young people in the democratic tradition; to foster a recognition of individual freedom and a sense of social responsibility, and to inspire a meaningful awareness of and respect for the Constitution and the Bill of Rights. Both parties agree that these democratic values can best be transmitted in a school atmosphere that is free from censorship and in which academic freedom for both students and teachers is encouraged.

Academic freedom in the district is defined as:

1. Teaching and learning about controversial issues.
2. Using materials that are relevant to the levels of ability and maturity of the students and the purposes of the course taught.
3. Creating and maintaining a classroom environment that is conducive to the free exchange and examination of ideas.
4. Presenting balanced views relating to controversial issues as they are studied in the classroom.
5. Not restricting the teachers' free expression of ideas and conscience as private citizens.

Controversial issues to be studied/discussed in the classroom should:

1. Be suitable for the maturity and background of the students having points of view that can be understood and defined by them.
2. Be related to the course of study, be presented in a factual manner, and help achieve course objectives.
3. Have a meaningful relationship to matters of concern to the students, allowing them opportunities for critical thinking, developing tolerance, and understanding conflicting points of view in an atmosphere free from bias and prejudice.
4. Not discriminate or violate any laws.

The Superintendent or designee shall have the authority to determine if the above conditions are being met.

WEST SONOMA COUNTY UNION HIGH SCHOOL DISTRICT

**DOMESTIC PARTNER AFFIDAVIT**

In order for a domestic partner to receive any benefit provided for in the Agreement between the West Sonoma County Teachers Association and the West Sonoma County Union High School District (“District”), the employee and his/her domestic partner shall complete, have notarized, and file with the District, this Domestic Partner Affidavit. The Affidavit shall be filed with the District Personnel Office. The employee should maintain a copy for his/her records.

**I. DECLARATION**

We, \_\_\_\_\_, and \_\_\_\_\_  
*Employee’s name-PRINT* *Domestic Partner’s name - PRINT*

certify and declare that we are domestic partners in accordance with the following criteria:

**II. STATUS**

1. We are engaged in an intimate, committed relationship of mutual caring and support and have been so for at least six (6) months prior to completing this document.
2. We are jointly responsible for each other’s common welfare and living expenses.
3. We reside at the same residence.
4. Neither of us is married or legally separated from anyone else nor a member of another domestic partnership.
5. We are not related by blood in a way that would prevent us from being married to each other in this state.
6. We are both at least 18 years of age and are mentally competent to consent to this contract.
7. We are not taking part in this relationship solely for the purpose of obtaining benefits coverage.
8. It has been at least twelve (12) months since either (or both) of us has filed a Declaration of Termination of a previous domestic partnership with the West Sonoma County Union High School District.
9. We affirm under penalty of perjury that the assertions in this Affidavit are true to the best of our knowledge.

**III. DEPENDENT CHILDREN OF DOMESTIC PARTNER**

We understand that dependent children of \_\_\_\_\_ are eligible for coverage when they are: *Domestic Partner’s name-PRINT*

- unmarried
- primarily dependent on the employee for support
- living with the employee in a regular parent-child relationship
- meet the age/school requirements of plan benefits

**IV. CHANGE IN DOMESTIC PARTNERSHIP**

1. We have an obligation to notify the West Sonoma County Union High School District Personnel Office by filing a ***Declaration of Termination of Domestic Partnership*** if there is any change in our domestic partnership status as attested to in this Affidavit that would terminate this Affidavit (e.g. death of a partner, change in residence of one partner, termination of relationship, etc.). We will notify the District within thirty-one (31) days of any such change.

2. We understand that termination of benefits coverage obtained as a result of completion of this Affidavit will be effective on the date the relationship ends as indicated on the Declaration of Termination of Domestic Partnership, providing coverage has not otherwise been terminated due to standard policy provisions.

**V. ACKNOWLEDGMENTS**

1. We understand that a civil action may be brought against one or both of us for any losses (as well as attorney’s fees and costs) due to any false statement contained in this Affidavit or for failure to notify District of changed circumstances as required in Section IV above.

2. We have provided the information in this Affidavit for use by District for the sole purpose of determining our eligibility for certain domestic partner benefits. We understand that the information provided in this Affidavit will be treated as confidential by District but will be subject to disclosure; a) upon the express written authorization of the undersigned employee, b) upon request of the insurer or plan administrator, or c) if otherwise required by law.

3. We understand that this Affidavit may have legal implications related, for example, to our ownership of property or to taxability of benefits provided, and that before signing this Affidavit we should seek competent legal advice concerning such matters.

We affirm, under penalty of perjury, that the statements in this Affidavit are true and correct.

Signed on \_\_\_\_\_ in \_\_\_\_\_ Signature \_\_\_\_\_  
Date City, County Employee

Signed on \_\_\_\_\_ in \_\_\_\_\_ Signature \_\_\_\_\_  
Date City, County Domestic Partner

**Address:** Employee and Domestic Partner Address:

\_\_\_\_\_

The above signatures must be executed in front of a Notary Public. The Notary Public must fill in the following notarization. All fees for the Notary Public are the responsibility of the applicants.

**NOTARIZATION**

State of \_\_\_\_\_ County \_\_\_\_\_.

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_,

Applicant \_\_\_\_\_, and applicant \_\_\_\_\_,

personally appeared before me, \_\_\_\_\_, and proved to me, on the basis of satisfactory evidence, to be the persons whose names are subscribed to this instrument and acknowledged that they executed it.

\_\_\_\_\_  
Notary License

\_\_\_\_\_  
Notary Public Affix Notary Stamp/Seal

FOR DISTRICT USE ONLY:  
Received: \_\_\_\_\_ Signature of Human Resources Manager: \_\_\_\_\_

## APPENDIX F

### Peer Assistance and Peer Review (PAR)

The West Sonoma County Union High School District Teachers' Association and the West Sonoma County High School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance.

Teachers who are referred to or volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of their improving performance to a successful standard.

#### 1. JOINT PANEL (JP)

- A. The Joint Panel shall consist of five members with three unit members and two administrators, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association. The District shall choose the administrators on the Joint Panel. In the event that an administrator may have a Participating Teacher within the PAR program, an alternate administrative member shall be selected to serve in a situation where reports or considerations involving the Participating Teacher are being reviewed.
- B. The Joint Panel shall establish its own meeting schedule with at least four meetings per school year. To meet, 80% of the members of the Joint Panel must be present. Such meetings shall take place during the regular teacher workday. Panel members will refrain from discussion and decision making on any matter in which he/she has a professional or personal conflict of interest.

Teachers who are members of the Joint Panel shall be released from their regular duties to attend meetings, without loss of pay or benefits. If, in carrying out their responsibilities as members of the Joint Panel, the panel finds it necessary to work beyond their regular workday, teachers shall be compensated at the approved certificated extra duty hourly rate of pay.

- C. The Joint panel shall be responsible for the following:
  - 1. Establishing its own rules of procedure, including the method for the selection of a Chairperson.
  - 2. Selecting the panel of Consulting Teachers from throughout the District.
  - 3. Ensuring Consulting Teachers have adequate training.



4. Sending written notification of participation in the PAR program to the Participating Teacher, the Consulting Teacher and the site principal.
  5. Making available the pool of Consulting Teachers for selection by the Participating Teacher from among qualified teachers who have completed BTSA support provider training (or equivalent) before September 15.
  6. Establishing a procedure for application as a Consulting Teacher.
  7. Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program (both voluntary and referred), the budget available and other relevant considerations.
  8. Reviewing the reports prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program.
  9. Evaluating annually the impact of the PAR program in order to improve the program.
  10. Keeping confidential minutes for each Joint Panel member.
- D. All proceedings and materials related to evaluation, reports and other personnel matters shall be strictly confidential. Therefore, Joint Panel members and Consulting Teachers may disclose such information only as necessary to administer this Article.
- E. The District agrees to indemnify and hold harmless members of the Joint Panel against any claims, causes action, grievances, or other litigation arising from their participation in this program as provide in Education Code Section 44500.
2. PARTICIPATING TEACHERS (PT)
- NOTE: For the purposes of this Article, Participating Teacher refers to both Referred Participating Teacher and Volunteer Participating Teacher.
- A. Referred Participating Teacher is a teacher with permanent status who received assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation in the areas of teaching strategies and/or subject matter knowledge.
1. A Referred Participating Teacher may select his or her Consulting Teacher from the pool of Consulting Teachers provided by the Joint Panel. The Joint Panel will make the final determination on the assignment of a Consulting Teacher.
  2. The Referred Participating Teacher may select a different Consulting Teacher from the pool to work with at any time during the first eight (8) weeks of the school year with the approval of the Joint Panel.

B. A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only. The Volunteer PT may terminate his/her participation in the PAR Program at any time. All communication between the Consulting Teacher and a Volunteer PT shall be confidential, and without the written consent of the Volunteer PT, shall not be shared with others, including the site principal, the evaluator or the Joint Panel.

C. New Teachers may be served on a priority basis determined by district needs.

The purpose of participation in the assistance component of the PAR program is to support New Teachers in need of assistance and coaching. This shall include improving instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as related to the California Standards for the Teaching Profession.

It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher/Support Provider shall play no role in the evaluation of the teacher performance of a Beginning Teacher Participant. The evaluation of the Beginning Teacher is the sole responsibility of the site administrator. However, funds received through the PAR Program may be used to support all beginning teachers as listed in 1 through 4 below.

New Teachers shall be defined as:

1. Fully credentialed 1<sup>st</sup> and 2<sup>nd</sup> year teacher(s)
2. Intern teachers
3. Teachers with Emergency Permits
4. Experienced teachers who are new to the District

D. The Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice. The Participating Teacher has the right to keep his or her Association representative informed of the procedures of PAR as it relates to that unit member.

### 3. CONSULTING TEACHER (CT)

A. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program.

The following shall constitute minimum qualifications to serve as a Consulting Teacher:

1. A candidate to be a Consulting Teacher shall possess a permanent clear California teaching credential.
2. Possess substantial recent experience in classroom instruction. This is defined as successful classroom teaching experience in the last five years.
3. Shall demonstrate exemplary teaching ability, as indicated by such factors as:

- Effective communication skills
  - Subject matter knowledge
  - Mastery of a range of teaching strategies, including classroom management and instructional techniques necessary to meet the needs of pupils in different contexts
- B. Consulting Teachers shall be selected by a majority vote of the Joint Panel following review of applicant qualifications.
- C. A Consulting Teacher shall be provided release time as needed.
- D. A teacher appointed to an administrative position in the District shall not continue as a Consulting Teacher.
- E. Functions performed pursuant to this article by bargaining unit employees shall not constitute either management or supervisory functions. The consulting Teacher shall continue all rights of bargaining unit members.
- F. The Consulting Teacher shall receive a stipend per contract Appendix B when assigned a Participating Teacher. This stipend shall cover work beyond the normal contract workday and travel associated with the Consulting Teacher duties.
- G. Consulting Teachers shall have the responsibility for no more than one Participating Teacher. Each Participating Teacher shall receive whatever level of assistance is deemed necessary by the Consulting Teacher and Joint Panel per semester. Consulting Teachers shall assist participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.
- H. The Consulting Teacher shall meet with the Referred Participating Teacher after meeting with the referring administrator to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR program.
- I. The Consulting Teacher shall provide assistance to the Participating Teacher during classroom instruction periods and will meet with the participating teacher outside of the classroom instructional periods for consultation, coaching and support.
- J. The Consulting Teacher shall provide monthly updates to the Participating Teacher and Joint Panel, and summary reports at mid-year and end-of-year for discussion and review. The reports will include PAR activities undertaken and progress toward completing the assistance plan.
- K. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until he or she concludes that the Referred participating Teacher has satisfactorily completed the assistance plan or that further assistance will not be productive. A copy of

the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature ten (10) days before it is submitted to the joint Panel. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Panel. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Panel, and to be represented at this meeting by the Association representative of his or her choice.

- L. The Consulting Teacher's report of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file.
- M. The District agrees to indemnify and hold harmless for the Consulting Teacher against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Consulting Teacher's participation in Peer Assistance and Peer Review pursuant to Education Code Section 44503c.
- N. The PAR Agreement and the procedures and guidelines developed by the Joint Panel shall be subject to review and approval through the negotiations process.

**APPENDIX G**

**West Sonoma County Teachers' Association**

**GRIEVANCE FORM**

Name of Grievant \_\_\_\_\_

Date Grievance Submitted \_\_\_\_\_ (Grievance must be filed within 20 days\* of alleged violation.)

Name of Immediate Supervisor \_\_\_\_\_ Site \_\_\_\_\_

Article(s)/Section(s) Involved in the Grievance: \_\_\_\_\_ Date Alleged Violation Occurred: \_\_\_\_\_

**LEVEL ONE**

<p><b>Statement of Grievance:</b></p>          <p><b>Remedy Sought by Grievant:</b></p>          <p><b>Signature of Grievant:</b> _____ <b>Date:</b> _____ <i>(Administrator's response must be given to Grievant within 10 days* of receiving Grievance.)</i></p> <p><b>Administrator's Response:</b></p>          <p><b>Signature of Administrator</b> _____ <b>Date:</b> _____</p> <p><b>Outcome:</b></p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Grievant may advance Grievance to Level Two within 10 days\* of receiving Administrator's response.

**LEVEL TWO**

<p><i>(Superintendent must respond within 10 days* of receiving Grievance at Level Two)</i></p> <p><b>Superintendent's Response:</b></p>          <p><b>Signature of Superintendent</b> _____ <b>Date</b> _____</p> <p><b>Outcome:</b></p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

If not satisfied, the Grievant may submit a written request to the Association to invoke arbitration. Written notice of the Association's intent to invoke arbitration shall be given to the Superintendent within 10 days\* of the Grievant's receipt of the decision at Level Two.

\*A "day" is any day in which the central administrative office of the district is open for business

## **CALENDAR FOR 2014-15**

Based on negotiations and input from teachers at school sites, students and parents, the District and WSCTA have reached an agreement on the 2014-15 school calendar as attached.

**INSERT SENIORITY LIST**