



ARTICLE 1: AGREEMENT

- 1.1 This agreement is entered into in good faith this 1st day of July, 2022, between the WASHINGTON UNIFIED SCHOOL DISTRICT of West Sacramento, California, hereinafter called the "District" and the NATIONAL EDUCATION ASSOCIATION, the CALIFORNIA TEACHERS' ASSOCIATION, and the WEST SACRAMENTO TEACHERS' ASSOCIATION hereinafter called the "Association."
- 1.2 The Articles and provisions contained herein constitute a bilateral binding agreement.
- 1.3 This agreement shall remain in full force and effect from July 1, 2022, through June 30, 2025.
 - 1.3.1 The District and the Association hereby agree to the following reopeners:
 - 1.3.1.1 During the 2022-2023 school year, Article 19: ECE per the May 2022 Side Letter Agreement.
 - 1.3.1.2 No reopeners for the 2023-2024 school year.
 - 1.3.1.3 The parties agree that, consistent with Article 8 Negotiation Procedures for the 2024-2025 school year, they will sunshine reopeners by July 1, 2023, consisting of Article 17 Compensation, Article 18 Unit Member Benefits, and two (2) articles of each party's choosing.
- 1.4 The District agrees that within 60 days of the ratification and agreement on final language, to print and distribute copies of the Agreement to unit members who request it.
- 1.5 The District will post the contract in its entirety on the District's website.


WASHINGTON UNIFIED SCHOOL DISTRICT

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Assistant Superintendent, Human Resources

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Belinda Rabb-Patterson

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Brittany Billingslea

Date: 6/8/2022

**WEST SACRAMENTO
TEACHERS ASSOCIATION**

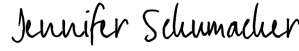
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Anne Chism
WSTA Bargaining Chair

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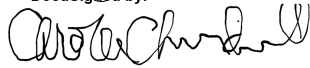
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Planning Team Members

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Steven Wiese

Date: 6/8/2022

ARTICLE 8: NEGOTIATION PROCEDURES

- 8.1 It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties during this round of meet and negotiation.
- 8.2 The parties may, by mutual agreement, reopen this Agreement for the purpose of modifying any Article or portion thereof.
- 8.3 The Association shall sunshine articles for the successor agreement and/or reopeners no later than July 1.
- 8.4 No later than November 1, or as otherwise mutually agreed, the District shall meet and negotiate with the Association.
- 8.5 The District and the Association may identify and utilize representatives of their choice, and each shall take the responsibility for their team.
- 8.6 The Association may designate no more than seven (7) as representatives who shall have the right to receive reasonable periods of release time without loss of compensation when meeting and negotiating.

ARTICLE 12: SAFETY CONDITIONS OF EMPLOYMENT

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

12.2 Maintenance

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

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

12.3 Emergencies

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

12.3.2 The District will establish appropriate procedures, including but not limited to, emergency evacuation drills held four times per academic

year, procedures for intruders on campus, students displaying violent behavior, injured or incapacitated adult, and other dangerous situations. These procedures will be reviewed annually at staff meetings and made available to all bargaining unit members for the sites they are assigned at the beginning of the school year. Bargaining unit members will be shown the current evacuation area prior to students' first day of instruction.

12.4 Safety Committee

12.4.1 By September 15, each site shall establish a "Safety Committee".

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

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

12.4.2 By October 1, the District shall establish a District-wide Safety Committee that meets a minimum of four (4) times per year.

12.4.2.1 The committee's work will focus on safety priorities and policies established by the Board of Education and site concerns.

12.4.2.2 A bargaining unit member from each site Safety Committee will participate on the District-wide Safety Committee.

12.4.2.3 The Association will appoint two (2) bargaining unit members to participate on the District-wide Safety Committee.

12.4.2.4 A bargaining unit member along with a District representative shall serve as co-chairs of the

Committee. Co-chairs will work together to develop agendas, facilitate meetings, publish minutes, represent the committee, and provide two (2) written reports to the WUSD School Board, one (1) in the fall and one (1) in the spring.

12.5 Multiple means of viable communication, including at least one device not dependent on internet service or electricity, shall be established at each site for emergencies. When bargaining unit members are assigned to be on campus at times other than during normal business hours, the Site Administrator, in consultation with the bargaining unit member, will determine whether additional safety precautions are necessary.

12.5.1 An administrator or designee shall be present on campus at all times during designated hours of operation specific to each site.

12.5.2 An administrator or designee shall be present at a site during all after-hours school sponsored events, such as, sporting, social or parent/family programs. If a designee is utilized, staff shall be notified, in writing, including the contact information for the designee.

12.5.3 Bargaining unit members shall not be designated to direct street traffic. Each site shall facilitate the safe drop off and pick up of students. Bargaining unit members shall not be used to displace classified staff from his/her regularly scheduled duties.

12.6 In situations that fall within the scope of District employment, bargaining unit members may use reasonable force and means to protect themselves from attack, protect other persons or property from attack, quell a disturbance threatening physical injury to others, or obtain possession of weapons upon the person or within the control of another. Bargaining unit members shall not be required to physically intercede in altercations. Bargaining unit members are required to seek immediate assistance in such circumstances and notify Site Administration or designee as soon as possible.

12.6.1 In accordance with Ed Code 44807, a bargaining unit member shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of the bargaining unit member's duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise. In no event shall this control exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety

of pupils, or to maintain proper and appropriate conditions conducive to learning.

12.6.2 The District shall provide on-going safety training to staff and provide safety topics to sites to be reviewed with staff during staff meetings. The District will provide adequate time during the contract day, at the beginning of the school year, to allow bargaining unit members to complete the required training on sexual harassment, mandated reporting and/or any other required training.

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

12.7.1 As per Ed Code 49079, a bargaining unit member shall be provided, upon written request, to reasonable and non-confidential information in the possession of the District relating to the incident or persons involved in the assault or verbal abuse; the District may act in appropriate ways as liaison between the bargaining unit member, the police and the courts in such situations.

12.7.2 At the beginning of each school year, each site shall review safety procedures and provide instruction on how to access the District's policy for student discipline (Education Code Section 48900). A teacher may lawfully suspend any pupil from the teacher's class for any of the acts enumerated in Education Code Section 48900 and/or District policy for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal

of the school and send the pupil to the principal or the principal's designee for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor or a school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended during the period of the suspension, without the concurrence of the teacher of the class and the principal.

- 12.7.3 A pupil suspended from class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day, this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.
- 12.7.4 A teacher may also refer a pupil for any of the acts enumerated in Section 48900 and/or District policy to the principal or the principal's designee for consideration of a suspension from the school. Within five (5) school days of being notified by the teacher, the principal or designee shall notify the teacher of the status of the referral.
- 12.7.5 Teachers will be informed of a student who is subject to reporting according to Education Code § 49079 and the report is made available in a timely fashion to the District/School. Teachers may at any time request information about students provided that it is done in compliance with Education Code § 49076.
- 12.7.6 Teachers will have access to all confidential disciplinary files for students in their classes. When the District receives notice that a student is on probation, the District shall promptly notify the student's teacher(s), in writing and provide contact information for the student's probation officer, if known. Probation information shall be treated as confidential. Bargaining unit members will notify the Site Administration prior to contacting the probation department.
- 12.7.7 In instances where it has been determined that a student has engaged in assault, written abuse, verbal abuse, or has threatened a bargaining unit member, a behavior contract will be written. The bargaining unit member involved will receive a copy of the behavior

contract.

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

site.

12.8.2 Special equipment not provided by the District and utilized outside the instructional norm, requires prior written approval of the District. Appropriate reports to law enforcement agencies shall be filed by the bargaining unit member in case of stolen property.

12.8.3 A bargaining unit member filing a claim pursuant to this section shall file said claim on the District- prepared claim form no later than two (2) working days following the damage or loss of property in question. The District retains the right to inspect all damaged property and to require full disclosure of witnesses, prior conditions, and full description and/or serial numbers of damaged or stolen property.

12.9 A District Handbook for Parents shall be distributed to bargaining unit members and parents at the beginning of each school year. Safety information shall be included in this handbook.

12.10 The District shall implement and maintain a program to communicate the status of work orders by providing a response to any bargaining unit member who has submitted a work order which indicates the work order has been received, is in process, or has been completed. The District shall conduct an annual survey by June of each year of all employees regarding the cleanliness, safety and security of all district facilities. The District will meet with a joint committee of the Association and CSEA members to discuss and review the results of the survey by September 30 of each year. The results of the survey shall be summarized in the annual report from the Risk Manager to the School Board by the final board meeting in November.

12.11 The District agrees to institute a system of visitor registration which requires identification for on campus visitors and an office check-in procedure. If a visiting adult indicates they are meeting with a staff member, this shall be confirmed with the staff member prior to allowing them on campus. Should an individual fail to comply with the visitors' registration check-in procedure, the Site Administration will be notified. Refusal to comply with the visitor(s) registration check-in procedure will result in additional measures including calling the police. Signs indicating the legal requirement to check in with the office will be prominently displayed at designated public entrances and perimeter gates.

12.11.1 Access to the sites during school hours will be limited to District employees and properly identified visitors with site issued identification.

12.11.2 Each site shall establish a designated parent/guardian wait area,

including signage, designed to facilitate the safe drop off and pick up of students while limiting the adults on campus during the school day. Families who wish to stay with students in the morning, will remain in the designated area until the start of their grade level's first bell. If parents need to be on campus after their grade level's first bell, then they will follow the protocols set forth in 12.11. This will be consistently monitored by Site Administration. This information shall be located in school site issued handbooks. Signs shall be installed clearly and prominently directing the parents/guardians to the designated wait area.

ARTICLE 14: DUTY HOURS

14.1 Work Hours

- 14.1.1 A Bargaining unit member's work day shall be as required to perform professional duties. Professional duties shall not include mandatory attendance at events outside of the designated work year/day or adjunct duties.
- 14.1.2 All high school full-time teachers shall be on campus ten (10) minutes before the start of the instructional day until the end of the instructional day, and K-8 full-time teachers shall be on campus at the start of the instructional day until ten (10) minutes after the end of the instructional day available for duty to assist in any situation where the health and safety of students would be adversely impacted.
- 14.1.3 The parties agree that changes that substantially impact unit member duty hours will be subject to meeting and negotiating. In the event an individual school wishes to implement a program that requires substantial changes in duty hours, a waiver will be submitted and approved by the Association prior to implementation. In the event the District wishes to make these changes district-wide, they will be subject to meeting and negotiating

14.2 Meetings

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

14.3 Duty-Free Lunch Period

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

14.4 Adjunct Duties

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

- 14.4.1 Bargaining unit members shall receive clear, written, duty expectations which include time requirements, responsibilities and emergency protocol.
- 14.4.2 During adjunct duties, a viable means of communication shall be provided, per Article 12.5. Bargaining unit members shall not direct or supervise individuals under conditions known to be unsafe.
- 14.4.3 Unit member participation in adjunct duties will be equally assigned.
- 14.4.4 Adjunct duties will only be assigned during contracted days. Bargaining unit members on a voluntary basis only, may participate in activities held during non-contract days and these hours will count towards 14.4.5.
- 14.4.5 A list of adjunct duties shall be determined by site administration with input from bargaining unit members, and they shall not be required to perform more than twelve (12) hours per year.
- 14.4.6 Special education teachers who conduct the majority of their IEPs after school will be exempt from adjunct duties.

14.5 Criteria for Obtaining Substitutes

- 14.5.1 Substitutes will be obtained for bargaining unit members. In emergencies, every effort will be made to provide substitutes who are willing to substitute by using the following criteria, in this order:
 - 14.5.1.1 Substitutes from the District substitute list.
 - 14.5.1.2 Teachers during their preparation period, who will receive compensation for their lost preparation period.
 - 14.5.1.3 Student teachers in their assigned classroom with the mutual consent of the master teacher, principal, and university coordinator.
 - 14.5.1.4 On-site teacher specialists.
- 14.5.2 If an absence is not filled per 14.5.1, site administrators will exhaust all choices from the following list of available support staff: counselors (with appropriate credential), teacher specialists (TOSAs and Program Specialists), and the site administrators.
- 14.5.3 When site administration is unable to identify a possible substitute as outlined in articles 14.5.1 and 14.5.2, they may combine classes. This does not preclude site administration from making limited supervision arrangements in case of emergencies.
 - 14.5.3.1 If combined classes are necessary, each unit member

who agrees to accept, or is assigned additional students, will be compensated as per Article 17.11.4.3. or Article 17.11.5.3. A list of students the member will be receiving will be provided by the office at the time of the students' arrival.

14.5.4 As a last option, site administration may recall a teacher from a district workshop or staff development activity.

14.6 TK-8 Non-instructional Duties

14.6.1 TK-8: It is the intention of the District and the Association to focus on the teacher's role as a professional whose time and energy should be focused upon the learning process, not the supervision of children occupied in non-instructional activities, e.g., rainy day supervision, late buses, etc. Elementary school teachers shall not be assigned to supervise students engaged in non-instructional activities before or during morning recess (approximate hours 7:30 a.m. until the end of lunch recess). Teachers shall remain available to assist in any situation where the health and safety of students would be adversely impacted.

14.6.2 The District will employ appropriate classified employees to perform these supervision duties thereby providing the opportunity for more teacher preparation.

14.7 Preparation Time

14.7.1 No bargaining unit member shall be required to relinquish their preparation period except in accordance with the provisions of the agreement Article 14.5 and as otherwise allowed by current contract language.

14.7.2 Special Education credentialed and assigned teachers with no designated preparatory time will be provided one day per quarter on-site quarterly release time in order to work on IEPs. This time will be pre-arranged and coordinated with the site administration.

14.7.3 The SDC Preschool teachers will be provided 180 minutes of preparation time weekly. Preparation blocks will not be less than 60 minute blocks.

14.7.4 The regular day kindergarten/extended day kindergarten/transitional kindergarten teacher will be provided 30 minutes preparation time daily. Individual schedules shall be worked out mutually with the teacher and the site administrator.

14.7.5 Grade 1-5 teachers will be provided with 120 minutes of preparation

time in a five (5) day week. Every effort will be made to provide this prep time in two (2) 60 minute blocks. In the event the district is unable to provide prep time in two 60 minute blocks, the district will notify WSTA to meet and discuss the impacts at least five (5) work days before implementation of that schedule.

- 14.7.6 Prior to the start of the school year, the District shall develop a schedule for weeks containing only four (4) instructional days in order to provide all grade 1-5 teachers an equal amount of preparation time of 90 minutes during these four (4) day weeks. Every effort will be made to provide this prep time in two (2) 45 minute blocks. In the event the district is unable to provide prep time in two (2) 45 minute blocks, the district will notify WSTA to meet and discuss the impacts at least five (5) work days before implementation of that schedule.

With the exception of the first and last weeks of school, the District shall develop a schedule for weeks containing only three (3) instructional days in order to provide all grade 1-5 teachers an equal amount of preparation time of 60 minutes. Every effort will be made to provide this prep time in two (2) 30 minute blocks. In the event the district is unable to provide prep time in two (2) 30 minute blocks, the district will notify WSTA to meet and discuss the impacts at least five (5) work days before implementation of that schedule.

For fall parent conference week the preparation schedule will be developed in alignment with the four (4) day preparation schedule.

- 14.7.7 In the event that preparation time is missed, bargaining unit members may elect either Blue-slip time off or paid time as per Article 17.11.4.4 or 17.11.5.4.
- 14.7.8 Bargaining unit members who provide instruction during preparatory periods at the 1st-5th grade levels shall receive 120 minutes of preparatory time per week. However, if these bargaining unit members also provide two (2) or more periods per day of departmental instruction (6-8), they shall receive a daily preparation time equal in length and frequency to a 6-8 teaching period.
- 14.7.9 In a departmentalized program full-time teachers in grades 6-12 shall be assigned one (1) preparation period equal in length and frequency to a teaching period.
- 14.7.10 Full time teachers assigned to a 4 x 4 schedule shall have one (1) preparation period per day.
- 14.7.11 Upon notifying the school office a teacher may leave campus during their preparation period except if needed to substitute pursuant to section 14.5 or during a school emergency.

14.8 Instructional Minutes

14.8.1 Instructional minutes: Regular School Day

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

Instructional minutes: Minimum School Day

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

14.8.2 Start time will be when the instructional bell rings.

14.8.3 Every effort will be made to maintain the same starting and ending times and the same number of total daily recess minutes within each grade level at all sites.

14.8.4 Regular Day Kindergarten/Transitional Kindergarten (TK)

When not providing instruction or using preparation time for their own students, kindergarten/transitional kindergarten teachers shall provide instructional support to the bargaining unit member teaching the opposite of the AM/PM day. Should there be an odd number of kindergarten/transitional kindergarten classes, the teachers' schedule for the remainder of the day shall be worked out mutually with the teachers and the site administrator. In the event that a mutual agreement cannot be reached, a WSTA representative and a District designee shall meet and facilitate an agreement.

14.8.5 Extended Day Kindergarten

14.8.5.1 Extended day Kindergarten Program is defined as a day that goes beyond state instructional minute requirements.

14.8.5.2 When not providing instruction or using preparation time for their own students, the member's schedule for the remainder of the day shall be worked out mutually with the teacher and the site administrator. In the event that a mutual agreement cannot be reached, a WSTA representative and a District designee shall meet and facilitate an agreement.

14.8.6 Grades 6-8

Teachers shall be assigned no more than five (5) regular teaching periods. Period length variations up to five (5) minutes shall be allowed and considered to be periods of equal length. Teachers may teach during their preparation period pursuant to section 14.10.

14.8.6.1 Full time (6-8) teachers teaching on an A/B six (6) period schedule shall not be required to teach classes that require more than four (4) preparations per semester. Teachers shall be chosen utilizing selection criteria in 14.10.

14.8.6.2 If a teacher is assigned more than four (4) preparations they shall be excused from adjunct duties during that time period.

14.8.6.3 Teachers (6-8) who teach classes that require more than four (4) preparations per semester shall be compensated at the hourly rate computed by dividing their per diem rate on the current teachers' salary schedule by 6 for the duration of the length of the assignment.

14.8.6.4 Bargaining unit members relinquishing their daily preparation period may elect either blue slip time off or paid time as per Article 17.11.4.1 or Article 17.11.5.1.

14.8.7 4 X 4 Schedule

Full time teachers assigned to a 4 x 4 schedule shall teach three (3) periods per day. Each period shall be no more than ninety (90) minutes in length. Passing time between periods shall be no less than five (5) minutes. However, no additional duty shall be required

of bargaining unit members because of any increase in passing time. It is the intent that bargaining unit members teaching on a four-period (4) schedule shall not be required to teach classes that require the planning for more than two (2) preparation periods. Exceptions will be by mutual consent. If a teacher is assigned three (3) preparation periods they will be excused from adjunct duties for that term. Bargaining unit members will attend a maximum of six (6) hours of adjunct duties in the alternate term.

14.8.7.1 Bargaining unit members relinquishing their daily preparation period may elect either blue slip time off or paid time as per Article 17.11.4.2 or 17.11.5.2.

14.8.7.2 Other extended day programs are not subject to the above conditions.

14.8.7.3 Bargaining unit members shall be notified two weeks prior to Winter Break of the classes they will be teaching for the next term.

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

14.9 Changes to Schedule

Minor and infrequent changes to the schedule may be made by the principal. These changes may include slight changes to the length of passing period and adapting class periods for school needs. Some examples of adjusted schedules include rallies, extracurricular activities, special homerooms and mandated testing, etc. The normal preparation period may be adjusted by the principal on these days.

14.10 Preparation Period Buy-out

14.10.1 The District shall have the right to assign teachers who indicate a willingness in writing to teach one (1) class in addition to their normal assignment during their preparation period. Any teacher so assigned must hold or be eligible to obtain the appropriate certification and have permanent status. These assignments shall be for one (1) semester and may be renewed for the final semester during the school year.

14.10.2 The number of teachers the District shall have the right to assign to teach an additional class shall be limited to no more

than two (2) per discipline as defined in Article 16.3 unless a waiver is agreed upon annually by the Association and the superintendent or their designee.

14.10.3 In the event there are more teachers who indicate in writing a willingness to teach an additional class than there are additional classes available, the District shall utilize the criteria listed in Article 5.3.4 of this collective bargaining agreement to determine which teacher or teachers it shall assign.

14.10.4 Teachers assigned to teach a class during their preparation period shall be compensated at the hourly rate computed by dividing the per diem rate of Group VI, Step 13 of the current teachers' salary schedule by the total number of teaching periods in a regular school day for the number of contract days of the assignment.

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

14.11.1 There will be a total of thirty-five (35) sixty (60) minute meetings calendared on Wednesdays throughout the school year for grades 9-12. There will be a total of thirty-four (34) sixty (60) minute meetings calendared on Wednesdays throughout the school year for grades TK-8. If a school year calendar has more weeks than are listed in this article, that week's Wednesday will be considered outside the PLT and serve as teacher directed preparation time.

14.11.2 Professional Learning Time shall be defined as time when site, cross-school, or district wide professional learning communities meet to improve student learning through an organized arrangement of planned activities. This time is not to include meetings relating to general school operations.

14.11.2.1 Professional Learning Time (PLT) activities:

14.11.2.1.1 Identify and analyze evidence of student learning and engagement

14.11.2.1.2 Develop common assessments

14.11.2.1.3 Analyze student assessment data

14.11.2.1.4 Create, develop, and modify units of study

- 14.11.2.1.5 Develop strategies to build on student strengths and address areas where support is needed
 - 14.11.2.1.6 Plan strategies for interdisciplinary /disciplinary/ grade level instruction while facilitating communications between grade level, subject area, and articulated K-12 communities
 - 14.11.2.1.7 Identify and analyze student outcomes in order to apply Multiple Tiers of Student Support (MTSS)
 - 14.11.2.1.8 Share best practices
 - 14.11.2.1.9 Apply new knowledge in the next cycle of continuous improvement (plan, act, reflect, revise)
- 14.11.3 In order to develop and modify a multi-year professional learning plan that supports the instructional objectives of the district and that improves the access of teachers to quality staff development, the Educational Services Department will maintain the use of regular/ongoing surveys for professional learning time. Survey results will be shared on a regular basis in order to help support better understanding of decisions made in regards to the planning and the conducting of professional learning opportunities. The department will also utilize teacher feedback, student data, and general observations to support decisions regarding the use of PLT.
- 14.11.4 Grade level/department PLT agendas will be developed by team members. Agendas shall be provided to the site administrator at least three (3) work days prior to the meeting to allow the opportunity for feedback in regards to Professional Learning Time activities listed in 14.11.2.1.
- 14.11.5 Site level PLT content and outcomes shall be jointly developed with staff input and the on-site teacher leadership team. The site administrator will be responsible for providing an agenda for each site level session at least three (3) work days prior to the meeting.
- 14.11.6 District level PLT content outcomes shall be developed by district leadership and an agenda will be provided three (3)

work days prior to the meeting.

14.12 Parent Conferences (Grades TK-8)

- 14.12.1 Parent conferences may be scheduled up to five (5) minimum days of the fall semester and up to three (3) minimum days of the spring semester.
 - 14.12.1.1 Spring conferences are to be held primarily for students not meeting grade level standards or experiencing ongoing behavioral issues.
- 14.12.2 Each site administrator shall determine conference time and procedures after input from the site staff as a result of their grade level meetings.
- 14.12.3 During all required conference time periods, an administrator or designee shall be on site. A viable means of communication shall be established and communicated.
- 14.12.4 Bargaining unit members shall normally be scheduled to attend not more than fifteen (15) hours of conferences during designated fall conference days. Bargaining unit members shall normally be scheduled to attend not more than nine (9) hours of conferences during designated spring conference days.
- 14.12.5 Parent conferences shall normally be scheduled prior to 5 pm.
- 14.12.6 Conferences outside the designated times may be arranged by individual bargaining unit members with the approval of the site administrator.
- 14.12.7 Parent conferences at each site shall include all general education teachers who provide instruction to students.
 - 14.12.7.1 Due to the large number of student contacts, grades 6-8th parent conference procedures will prioritize at-risk students and parent requests for conferences. These procedures will be determined in accordance with Article 14.12.1.2.
- 14.12.8 The District will advise principals that the grade reporting window will be extended to include the days designated for parent conferences. These days may also be used for the preparation of standards-based report cards.

14.13 Teaching Outside of the Defined School Day

- 14.13.1 For the purpose of Article 14.13, "Teaching" is defined as instruction for which attendance is tracked for ADA purposes and course credit may be earned. Courses taught outside the defined school day must be listed on the bell schedule.
- 14.13.2 Teaching outside of the defined day will be implemented in the same manner as classes scheduled during the regular school day. A substitute teacher will be hired if the regular teacher is absent.
- 14.13.3 The classes will be taught on instructional days as defined in Article 15.
- 14.13.4 A site administrator will be present on campus during all instructional times.
- 14.13.5 The District shall have the right to assign teachers who indicate a willingness in writing to teach outside of the defined day. If the number of volunteering teachers exceeds the available number of assignments, then the criteria listed in Article 5.3.4 shall be followed.
- 14.13.6 Full time teachers who teach outside of the defined day, shall teach the same number of periods and have the same amount of preparatory time as teachers teaching within the defined day.
- 14.13.7 If teaching outside of the defined day, results in a Preparation Period Buy-Out, then Article 14.10 will be followed.

14.14 Miscellaneous

- 14.14.1 Minimum days scheduled for the day before winter break, spring break, or during the last days of school shall be designed for teacher work such as final grading, report card preparation, and end-of-year/semester closeout activities. Group meetings on this time shall be called only for emergency purposes.
- 14.14.2 Certificated teaching personnel will not have a change in working conditions with regards to supervision during the summer school day, i.e., no morning duty, no lunch duty, etc.

14.15 This Article 14, excluding Article 14A, shall not apply to ECE Full Day and ECE AM/PM bargaining unit members. Article 14 does apply to Special

Education Preschool bargaining unit members.

ARTICLE 14A: SHARED CONTRACTS

- 14A.1 The primary criteria for approving shared contracts shall be successfully meeting the educational needs of students.
- 14A.2 Applications for a shared contract shall be made to the Human Resources Department by March 15 of the year preceding the year in which the partial assignment is desired. A Percent/Part-Time Contract Application form shall be completed.
- 14A.3 Bargaining unit members including ECE, desiring a shared contract shall apply for a partial leave of absence for the portion of the contract they wish to vacate.
- 14A.4 Request for partial contracts shall be approved by the Human Resources Department and the Board. The approval will be conditioned upon having an opening (based upon district-wide staffing needs), finding an existing employee or a new employee who meets the hiring criteria for the District and is selected according to that criterion. The proposed division of the contract must be approved by the site principal who shall then make their recommendation to the Human Resources Department
- 14A.5 Upon approval of the Human Resources Department, a signed shared contract agreement shall be submitted to the Board of Education for final approval.
- 14A.6 Renewal of Shared Contract: All partial leaves of absence shall be considered as one year positions with no automatic rights to an extension. The Human Resources Department shall have full discretion to decline to extend the leave.
- 14A.7 By March 1 of the year in which the shared contract occurs, unit member(s) shall inform the principal and the Human Resources Department in writing if they wish to apply for an extension of the agreement.
- 14A.8 Such extensions shall be considered on a case by case basis and are not automatically renewed.
- 14A.9 Provisions of a Shared Contract Employees in a shared contract arrangement shall have on file in the Human Resources Department, a signed shared contract agreement which clearly delineates the duties and responsibilities of each party. The contract shall not be valid until the Human Resources Department have approved the terms of the agreement and the Board of Education has granted final approval.

- 14A.10 The payment of benefits to employees on a part-time leave of absence shall be in accordance with the current collective bargaining agreement.
- 14A.11 All shared contracts are restricted to no more than one benefit package per FTE. However, partners may allocate those benefits among themselves to the degree that is allowed by the insurance carriers and buy the remaining portion should they desire.
- 14A.12 When one partner to a shared contract is unable by reason of disability or other circumstances from continuing under the shared contract agreement, the other partner is responsible for returning to full-time. Should such return be blocked by personal circumstances permanently, the partner shall be responsible for temporarily becoming full-time while other arrangements are made.
- 14A.13 Shared contracts shall be limited to two percent (2%) of the total number of FTE in the District.
- 14A.14 Both partners are responsible for all mandatory teacher workdays and all staff meetings.

ARTICLE 15: WORK YEAR

- 15.1 The total number of work days shall be as follows:
(184) Classroom Teacher
(184) Teacher on Special Assignment
(184) Speech Language Pathologist
(199) School Psychologist
(191) Nurse B
(199) Counselor, Social Worker
(199) Librarian
(199) Program Specialist
(212) Program Specialist Alt Ed
(184) Special Day Class (SDC) Preschool Teacher
(179) AM/PM ECE Teacher
- 15.2 There shall be two (2) in-service days prior to the start of the school year. The first day shall be used for meetings or trainings planned by the principal. The second day, teachers shall have unscheduled time to work in their classrooms.
- 15.3 There shall be two (2) Professional Learning Days during the school year. Professional Learning Days will be designed to support District initiatives and goals for improving student achievement while aligning to research and participant feedback that helps to provide meaningful experiences and outcomes for teacher participants.
- 15.4 A Calendar Committee of equal representation of the Association, CSEA, and District will meet prior to February 1st to build instructional calendars (Traditional and Early Childhood Education (ECE)) for the two (2) subsequent years. Constraints, such as the need to start all schools on the same date or the need to consider transportation schedules, will be provided by the District as guidelines for the calendar development process. Recommendations of this committee will go to the respective bargaining units prior to March 1st. All subsequent calendars are to be approved by the Board of Education no later than April 15.
- 15.5 Once approved, calendars shall be as attached in Appendix B-1 and posted on the District Web Page.
- 15.6 High School Calendar
- The high school calendar shall include one hundred eighty (180) instructional days, with forty-seven (47) minimum days and one hundred thirty-three (133) regular school days.

15.6.1 The minimum days will include:

Twenty (20)	Grade Level/Department PLT
Ten (10)	Site-Level PLT
Five (5)	District-Level PLT
Two (2)	Back-To-School Night/Open House
Two (2)	First Term Midterms
Two (2)	First Term Finals
One (1)	Day before Winter Break
Two (2)	Second Term Midterms
Two (2)	Second Term Finals
One (1)	Last Day of School

15.7 Middle School Calendar

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

15.7.1 The minimum days will be designated as:

Nineteen (19)	Grade Level/Department PLT
Ten (10)	Site-Level PLT
Five (5)	District-Level PLT
Eight (8)	Parent conferencing
One (1)	Day before Winter Break
One (1)	Day for Back-To-School Night
One (1)	Day for Open House
Two (2)	Days for the End of the Year

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

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

15.8.1 The minimum days will be designated as:

Nineteen (19)	Grade Level/Department PLT
Ten (10)	Site-Level PLT
Five (5)	District-Level PLT
Eight (8)	Parent conferencing
One (1)	Day before Winter Break
One (1)	Day for Back-To-School Night
One (1)	Day for Open House

Two (2) Days for the End of the Year

15.9 Early Childhood Education (ECE) Calendar

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

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

15.10 Work Year for Non-Classroom Unit Members

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

15.10.1.2 If non-classroom unit members, including, but not limited to, psychologists, teachers on special assignment, counselors, nurses, librarians, intervention specialists, program specialists, and speech language pathologists are needed for services beyond their regular contract year and choose to provide such services, they shall be paid at their own per diem rate.

ARTICLE 16: CLASS SIZE

- 16.1 Within a given grade level or department, the district shall maintain the average class sizes stated in 16.3 and 16.1.4.1 within 10%.
- 16.1.1 Class size average is obtained by dividing the total number of regular classroom teachers into the total number of regular/mainstream students. Students will be included in the class size count of the classroom in which they are receiving instruction.
- 16.1.2 Language removed and placed in the YRE appendix at the end of Article 25.
- 16.1.3 On or before 5 days prior to the start of school, the District and WSTA representatives shall meet to discuss class size and class size averages.
- 16.1.4 When the District participates in class-size reduction programs, those classes will not be included in class size average calculations.
- 16.1.4.1 The class size average for grades TK-3 within a single grade level at a single school site shall not exceed the stated amounts in 16.3. An individual TK-3 class size shall not exceed 26 students.
- 16.1.5 On or before the 8th day of school, the parties shall meet again to update the class size loading and information regarding class size average calculations.
- 16.1.5.1 On or before the 8th day of school, the District and WSTA shall meet and mutually agree upon the courses which will be excluded in the calculation of class size averages.
- 16.1.6 On or before the 15th day of school, the parties shall meet to discuss and apply the current class size average calculations with regard to the contract language in article 16.1.4.1 and 16.3.
- 16.1.7 On or before the 5th day of the second semester/term, the parties shall meet to update the class size loading and information regarding class size average calculations for the second semester/term.

16.1.8 On or before the 10th day of the second semester/term, the parties shall meet to discuss and apply the current class size loading and information with regard to the contract language in Article 16.1.4.1 and 16.3.

16.2 Deviations will be submitted to the Superintendent for approval. Should the Superintendent approve classes which do not comply with 16.1.4.1 and 16.3. It shall be their responsibility to notify both the Association and the affected parents.

16.3 The class size averages are as follows:

Column 1: Grade Levels	Column 2: Class Size/Department Average	Column 3: Class Sizes Requiring Compensation* (see 16.3.1)
TK-Third	24	25
Fourth-Fifth	28	32
Sixth-Eighth Core	30	34
Sixth-Eighth Elective	32	36
Sixth-Eighth PE	40	45
Grades Nine Through Twelve		
Visual and Performing Arts (VAPA)	30	34
Career Technical Education (CTE)	30	34
English Language Arts	30	34
Mathematics	30	34
World/Foreign Languages	30	34
Physical Education	40	45

Science	30	34
Social Science	30	34
Elective	32	36
High School Independent Study	30	34
Counselors, per counseling hour	75	84
Special Education	Special Education Classes shall comply with California Education Code and/or SELPA guidelines.	

- 16.3.1 When individual class sizes equal or exceed the totals listed in Column 3 "Class sizes requiring compensations" of Article 16.3, a bargaining unit member shall receive compensation as stated in Article 16.3.7. If classes exceed the totals listed in Column 3, prep period buy-outs and/or additional sections may be considered by the District. For grades 4-5, every effort will be made not to exceed 32 students.
- 16.3.2 There may be instances where an increase or decrease in the student enrollment in a class or program may be beneficial to the objectives of the class or program. These sections will be offered by mutual, written agreement between the District and the Association on or before the 20th day of school.
- 16.3.3 When the district does not participate in class-size reduction programs, the District and the Association shall meet through collective bargaining to determine the class sizes for those affected classes.
- 16.3.4 Students shall not be regularly placed in a classroom in larger numbers than the capacity of the teaching facilities or basic work stations available where a student normally spends the majority of the class time performing the operational functions necessary to safely and effectively meet the performance objectives and goals of the course.

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

16.3.6 The District shall have the right to assign additional students to teachers whose class sizes meet the numbers listed in column 3 of Article 16.3. Site administrators shall notify the affected bargaining unit members of the student's arrival date and the compensation they will receive prior to assigning students to the class.

16.3.6.1 Classes will be filled according to student needs in accordance with the make up of the existing class and also maintain a balance between the largest and smallest classes of the same grade level or subject.

16.3.7 If on the 20th day of each quarter, a bargaining unit member's class enrollment meets or exceeds the amounts stated in 16.3 Column 3 and 16.5 or caseloads in 16.4, bargaining unit members shall receive a stipend for that quarter as indicated below:

16.3.7.1 **SDC Preschool**
\$200 per quarter if class enrollment exceeds 16.5. An additional \$50 per quarter for every additional two (2) students, starting at 21.

Elementary Teachers (TK-3)
\$400 per quarter if class enrollment equals or exceeds the totals listed in 16.3 Column 3 and an additional \$100 per quarter for every two (2) additional students above the number listed in 16.3 Column 3.

Elementary Teachers (4-5)
\$400 per quarter if class enrollment equals or exceeds the totals listed in 16.3 Column 3 and an additional \$100 per quarter for every two (2) additional students, above the number listed in 16.3 Column 3.

Grades 6-8

\$85 per period per quarter if class enrollment equals or exceeds the totals listed in 16.3 Column 3 and an additional \$50 per every additional two (2) students above the number listed in 16.3 Column 3.

Grades 9-12

\$125 per period per quarter if class enrollment equals or exceeds the totals listed in 16.3 Column 3 and an additional \$60 per every additional two (2) students above the number listed in 16.3 Column 3.

- 16.4 The District shall maintain full-time Resource Specialists' caseloads at or below twenty-eight (28) students with IEP's. Part-time Resource Specialists' caseloads maximums will be proportionate to their FTE status.
- 16.5 The District shall make every effort to maintain Preschool Special Day Class class size at or below eighteen (18) students per session. A bargaining unit member shall receive compensation as stated in Article 16.3.7.1 in the event class sizes increase.
- 16.6 When additional students are scheduled to be added to a preparation class, the affected teacher will be provided an opportunity to first discuss and then create plans for accommodating the additional students. Accommodations may include any additional staffing, space, and equipment needs.
- 16.7 Early Childhood Education Programs shall be exempted from the provisions of this Article.

ARTICLE 17: COMPENSATION

17.1 Placement on Salary Schedule

- 17.1.1 For purposes of placement on the salary schedule, unit members will be allowed a maximum of twelve (12) years of teaching experience at the rate of one (1) year of experience and be placed on Step 13.
 - 17.1.1.1 Upon employment, speech language pathologists (SLP) will be provided salary credit for every year of speech language pathologist experience in the public schools up to a maximum of fifteen (15) years.
 - 17.1.1.2 Upon employment, a school psychologist will be provided salary credit for every year of school psychologist experience in the public schools.
- 17.1.2 Teachers entering the District after completing an embedded BA-Credential program shall be placed in Group III (BA +30), at the appropriate step in accordance with section 17.1.1 when hired.
- 17.1.3 Those retirees who have been re-employed pursuant to the authorization for class size reduction will be placed closest to the salary which they left without regard to years or units or subsequent increase to the salary schedule.
- 17.1.4 Unit members who anticipate a change of placement on the salary schedule must file a statement of intent before April 15 on forms available in the Human Resources Department.
- 17.1.5 Part time or verified substitute teaching will be counted toward the experience factor for placement on the salary schedule. The aggregate of such experience shall be not less than seventy-five percent (75%) of the teaching days and such experience shall be considered to be the equivalent of one (1) year of teaching experience for salary schedule purposes.
- 17.1.6 An intern teacher shall be placed on the floating cell of the Certificated Salary Schedule found in Appendix A.
 - 17.1.6.1.1 Intern experience will not be counted for movement on the salary schedule.

17.2 Change of Salary During School Year

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

17.3 Transcripts

- 17.3.1 Unit members employed for the first time in the District must file transcripts of all college credits no later than thirty (30) calendar days after they have accepted a written offer of employment, unless otherwise approved by the Human Resources Department, or in cases where it can be shown that the university or college is late in delivering the transcript.
- 17.3.2 Only official transcripts or records indicating units earned, properly signed and dated, from any university or teachers' college which is a member of the American Association of Universities and Colleges, or transcripts evaluated and accepted by the State Department of Education of California will be accepted.
 - 17.3.2.1 The committee will be responsible for evaluation of lower division units for use on the salary schedule. The committee shall consist of three teachers (one elementary, one intermediate, and one secondary) and two administrators. The decisions shall be made by majority vote.

Written criteria, an application form, and an application process will be submitted to the Association and the District for final approval prior to implementation. An appeals process will also be established by the committee whose decisions will be final.

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

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

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

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

17.4 Method of Computation

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

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

Annual salary divided by Days Required to be in Attendance at School = Daily Rate.
- 17.4.3 Annual salary is divided by the number of calendar months in which a unit member has one or more contracted work days. Current salary payments are made in eleven (11) monthly installments.
- 17.4.4 Salary payments are made each month as calculated in Article 17.4.3. Payments begin the last workday of the first month of service and end the last day of the last month of service.
- 17.4.5 Income tax, all statutory deductions, retirement contributions, benefit coverage, and any other voluntary deductions are withheld from all regular monthly salary payments.
- 17.4.6 Unit members may elect to participate in the summer pay program offered by the District. In the summer pay program, a portion of the monthly salary is withheld. This withholding is refunded during the month(s) in which the unit member has no contracted work days. No interest is paid to employees for salary withheld.
- 17.4.7 Should an employee terminate at the end of the work year, the salary withheld, if not already paid, is payable when final salary payment is made.

17.5 Certificated Non-Teaching Personnel--Factor Schedule

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

Factor (Teacher Salary x Factor)	Duty Days	
Program Specialist Alt Ed	1.22	212
Program Specialist	1.16	199
Counselor, Social Worker	1.15	199
Librarian	1.10	199
Nurse B	1.06	191

17.5.2 Unit members from within the District will be given credit for

teaching experience, up to five (5) years of any non-teaching experience they may have.

- 17.5.3 Personnel for outside the District will be given the same credit for teaching experience as is given unit members and shall be given year-for-year credit for certificated non-teaching experience up to five (5) years.

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

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

- 17.5.5 The new Speech Language Pathologist Salary Schedule shall be located in Appendix A. Using the base '17-'18 Certificated Salary Schedule, each cell will include the additional stipend of \$2634 noted in the previous contract Article 17, section 17.12.3 followed by a ten percent (10%) increase to reflect an increase to the existing dollar amount shown in the cell. Additionally, there shall be a stipend listed of \$1856.60 for those Speech Language Pathologist assigned fifty-five (55) or more students as stated in Article 17.10.3. The number of work days shall remain one hundred, eighty-four (184) days.

The new salary schedules can be found in Appendix A.

17.6 Compensation for Activities Outside the Professional Day/Year

- 17.6.1 The District shall offer assignments to unit members which involve activities sponsored by the schools and which take place outside the professional day/year requiring the supervision of participating students.

- 17.6.2 The number of activities which full-time members may accept

shall be limited to an amount that will not adversely affect the performance of regular duties.

17.6.3 The acceptance of an assignment to perform duties outside the professional day/year shall not relieve the affected unit member of other supervisory duties related to the regular assignment.

17.6.4 The District will make a reasonable effort to distribute assignments to activities outside the professional day/year equally.

17.6.5 Hourly Pay Rates:

17.6.5.1 Hourly Instruction: See Appendix A: Salary Schedule – Duties Outside Professional Day/Year

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

17.6.6 Salary schedule for compensation for assignment outside the professional day/year other than those named in Article 17.6.5 may be found in Appendix A: Salary Schedule – Duties Outside Professional Day/Year

17.7 Criteria to Determine Activities Outside Professional Day/Year

17.7.1 The following criteria shall be used to determine whether or not conducting a given activity constitutes duties outside the professional day/year:

17.7.1.1 Time Required: Working at a particular activity in preparation to do a successful job with the students involved.

17.7.1.2 Time of Day, Week and Year: Do the required duties take place in the evening, on a Saturday or Sunday, or during a school vacation period? Do the duties overlap regular duties?

17.7.1.3 Responsibilities and Qualifications: Number of participants; safety of participants; safety of equipment used; number of subordinate workers; experience of the person conducting the activity; training required to conduct the activity.

17.7.1.4 Public Relations, Values and Pressures: Number of spectators; public sensitivity and pressure; influence on public.

17.7.1.5 Of What Value is Activity to Participants? What is the immediate value of the activity to the participants? What will be the lasting value of the experience the participants have entered into while participating in the activity? How does this activity add to the total growth of the participant?

17.7.2 The need for assignment to activities outside the professional day/year shall be determined by the District. The District shall offer assignments to unit members which involve activities sponsored by the schools and which take place outside the professional day/year requiring the supervision of participating students.

17.8 Teacher-In-Charge

17.8.1 At the beginning of each school year, the principal at each elementary school shall designate a teacher-in-charge who is a permanent employee. The teacher-in-charge shall be provided a service agreement for the year of service. The duties and compensation as defined in this contract shall be reviewed. A teacher may refuse to serve.

17.8.2 Upon notification by the principal, a teacher-in-charge shall assume responsibility for the school and its pupils in the absence of the school principal. The teacher-in-charge shall be available on campus while children are present.

17.8.3 The designated teacher-in-charge is only responsible for emergency situations unless released from regular teaching duties.

17.8.4 The teacher-in-charge, with the principal, shall maintain a record of hours in charge.

17.8.5 When advance notice is possible, it shall be given the teacher-in-charge. When a principal is to be absent an entire day, the principal is to make advance arrangements with the Human Resources Department to secure a substitute for the teacher-in-charge to release him/her from regular classroom duties for that day. The teacher-in-charge, with the principal, shall

maintain a record of the day for compensation purposes.

17.8.6 The Teacher-In-Charge (TIC) will be compensated as follows:

\$20 per hour

\$140 per day (Seven (7) hours constitutes one(1) day)

17.8.7 If an administrator is out more than three consecutive days, the District shall make every effort to provide an interim principal.

17.9 Student Study Team Chairperson

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

17.10 Current Salary Schedule

17.10.1 The Certificated Employees Salary Schedules for 2022-2023 are in Appendix A:

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

17.10.1.1 For the 2022-2023 year, 4% is added to the Certificated Salary Schedule, the School Psychologist Salary Schedule, the Speech Language Pathologist Salary Schedule, and the Early Childhood Education Salary Schedule effective July 1, 2022.

For the 2022-2023 school year, a 5% off schedule salary enhancement will be paid to bargaining unit members in equal payments per their monthly pay schedule. The 5% salary enhancement will be based on the bargaining unit member's 2022-2023 salary. This additional 5% will expire on June 30, 2023 and shall not be ongoing.

17.10.1.2 For the 2023-2024 year, 3% is added to the Certificated Salary Schedule, the School Psychologist Salary Schedule, the Speech

Language Pathologist Salary Schedule, and the Early Childhood Education Salary Schedule effective July 1, 2023.

For the 2023-2024 school year, a 4% off schedule salary enhancement will be paid to bargaining unit members in equal payments per their monthly pay schedule. The 4% salary enhancement will be based on the bargaining unit member's 2023-2024 salary. This additional 4% will expire on June 30, 2024 and shall not be ongoing.

17.10.2 The District agrees to pay those teachers currently receiving the substitute rate at the employee substitute rate for each period they substitute during their preparation period when the teacher chooses to cash in the time rather than take the time off.

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

17.11 Blue Slipping

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

17.11.1 Unit members are requested and voluntarily choose to give up their preparation period to substitute for another unit member's class,

17.11.2 Prep time is missed due to the lack of a preparation-time-release teacher, or

17.11.3 A unit member accepts additional students due to combined classes (17.11.5.3).

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

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

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

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

17.11.5 Blue-slipping—Monetary Compensation

Instead of receiving Blue-slip time-off-in-lieu-of-pay, unit members may receive monetary compensation in the following manner:

- 17.11.5.1 On a six (6) period day, unit members will be compensated one-sixth (1/6) the daily rate listed on the Certificated Salary Schedule, Group VI, Step 11 for each period.

17.11.5.2 On a 4 x 4 schedule, unit members will be compensated one fourth (1/4) the daily rate listed on the Certificated Salary Schedule, Group VI, Step 11 for each period.

17.11.5.3 If combined classes are necessary, each unit member who agrees to accept, or is assigned partial or entire classes, will be compensated at a rate of one-sixth (1/6) the daily rate listed on the Certificated Salary Schedule, Group VI, Step 11 pro-rated by the portion of the reassigned class being accepted and the amount of time the additional accepted students are present.

17.11.5.4 For TK-5th Grade missed preparation time, unit members will be compensated at one-sixth (1/6) the daily rate listed on the Certificated Salary Schedule, Group VI, Step 11.

17.11.5.4.1 In the event Elementary preparation time is not provided to a bargaining unit member due to an unfilled vacancy or long term leave of absence that has been approved by Human Resources for the position that provides that preparation time, bargaining unit members will be compensated. This compensation shall last for the duration of the leave or vacancy unless fulfilled by a long-term substitute. These members will be paid the preparation period buy-out rate for the missed preparation time. Compensation will be provided at one-sixth (1/6) the daily rate listed on the Certificated Salary Schedule, Group VI, Step 13.

17.11.6 School sites will keep a log of time accrued due to Blue-slipping. Logged time will be reported to the Human Resources Office monthly and entered into the Absence Management System. Use of Time-in-Lieu is to be reported into this same management system.

17.11.7 Blue-slip time-off in-lieu-of-pay is not transferable except for donations to the Catastrophic Leave Bank.

17.11.8 The election form for Blue-slipping will be authorized by WUSD and WSTA prior to the implementation of this section.

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

ARTICLE 18: UNIT MEMBER BENEFITS

18.1 Those unit members whose assignment consistently exceeds fifty percent (50%), but are less than full time, shall be eligible for District-paid fringe benefit coverage in the same proportion as their assignment is to full time.

18.2 Benefits Program:

18.2.1 The District provides a medical, dental, vision and term life insurance program (collectively “benefits program”) for eligible unit members. Participation by the District and/or any unit members in a specific plan is subject to the rules of the plan insurer. The specific benefits offered in each plan are subject to change by the plan insurer.

18.2.2 The District will coordinate an annual open enrollment period for health, vision and dental coverages to be provided to all unit members. Prior to open enrollment period the District will provide all unit members with information as to the plans offered, including all applicable deductions and employee out-of-pocket expenses.

18.3 District Contribution:

18.3.1 The District will contribute:

Employee only, actual costs up to a maximum amount of \$7,844.37 annually for medical insurance premiums;

Employee + one (1) Dependent and Family, actual costs up to a maximum amount of \$11,816.53 annually for medical insurance premiums.

For all unit members’ dental cost, actual costs up to \$800.00 annually.

18.3.2 In those instances where there are two employees from the same family (under the same health plan) with two (2) or more eligible dependent children, when it actually saves District expense, the District may pay the family rate rather than pay the rate for employee plus one (1) for two (2) WUSD unit members.

18.3.3 A unit member shall payroll deduct any insurance cost above the District contribution he/she is eligible for and may pay such cost through the District’s IRC 125 plan subject to the rules of

the plan. All insurance payments by the District and unit members shall be made monthly on a ten-month basis. The District agrees to maintain an IRC 125 program provided that it can be done by a reliable company at no cost to the District.

18.3.4 The cost of life insurance policy is paid by the District and is not to be included in the calculations for the limit of the District contribution towards benefits.

18.4 The District agrees that an option will be provided for those eligible for benefits, who elect not to take any of the medical insurance of the District, to receive a payment of one-thousand, five hundred dollars (\$1,500.00).

18.4.1 For those working less than full-time that are eligible for benefits, this amount will be prorated (\$1,500.00 multiplied by the percentage of assignment.)

18.5 An employee may designate an appropriate amount for the repurchase of retirement service credit pursuant to Internal Revenue Code Section 414 (h)(2).

18.6 An employee eligible for an IRC 403 (b) account (TSA) and may designate an amount not to exceed the Internal Revenue Code limits for payroll deduction.

18.7 Retirees

18.7.1 Effective July 1, 2016, to be eligible for retiree health benefits premiums paid by the District at the same rate being paid for active unit members should they elect to retire, the unit member must have ten (10) years of service working in the District and be at least 52 years old. Retiring unit members shall be eligible for the coverage until reaching the first available Medicare age or age of sixty-five (65).

Any member hired after July 1, 2019, to be eligible for retiree health benefits premiums paid by the District at the same rate (refer to 18.3.1) being paid for active unit members should they elect to retire, the unit member must have ten (10) years of service working in the District, must already be enrolled during the last year of service, and be at least 55 years old.

18.7.2 Effective July 1, 2011, unit members who have attained, Step 6 of Group D or Group E of the Children's Center or Preschool Teachers' salary schedule may, age 52 or older, have their fringe benefit premiums paid by the District at the same rate being paid for active unit members, should they elect to retire.

Retiring unit members shall be eligible for the coverage until reaching the first available Medicare age or age of sixty-five (65).

18.7.3 Effective July 1, 2019, unit members who have attained, Step 6 of Group D or Group E of the Children's Center or Preschool Teachers' salary schedule may, at age 55 or older, have their fringe benefit premiums paid by the District at the same rate (refer to 18.3.1) being paid for active unit members, should they elect to retire. Unit member must already be enrolled the last year of service to qualify. Retiring unit members shall be eligible for the coverage until reaching the first available Medicare age or age of sixty-five (65).

18.8 The District and the Association agree to form a balanced, standing committee to review the health and welfare benefits and make recommendations to the bargaining teams from time to time when action should be taken.

18.8.1 The teacher members of this committee shall be appointed by the Association and shall be comprised of an equal number of members of each participating organization and the administration.

18.8.2 The findings and recommendations of this committee shall be subject to negotiations.

18.8.3 During the terms of this Agreement, the District agrees not to change the present insurers without mutual agreement of the Association and to provide the choice of at least two (2) medical benefit providers cumulatively providing a total of at least three (3) different plans.

18.9 Unit members terminated before completing a full year of service may, at their expense, continue fringe benefits for another three (3) months.

ARTICLE 22: PUBLIC COMPLAINTS

- 22.1 A complaint shall be defined as an alleged misapplication of the district's or school site's policies, regulations, rules or procedures.
 - 22.1.1 Before material from public complaints is entered into a bargaining unit member's file, the bargaining unit member shall be afforded an opportunity for a hearing.
- 22.2 The bargaining unit member shall have a written explanation of the public complaint and all accompanying material within ten (10) days of receipt by the District.
- 22.3 If the complainant is available, and the unit member requests a joint meeting, one shall be arranged.
 - 22.3.1 The bargaining unit member is entitled to representation at the meeting.
 - 22.3.2 If the complainant is not available, he/she must have made a written complaint under penalty of perjury.
- 22.4 If discipline is not to result within ten (10) days from the hearing officer's report or within forty (40) days of the hearing, the personnel file shall contain no reference to the matter.
- 22.5 The disciplinary procedural language shall be followed if it is determined that discipline is necessary after a parental or public complaint is processed.
- 22.6 No reprisals of any kind shall be taken against or by the District, or any member or representative of the District, the Association, or any member of the Association, or the Complainant or any person associated with the Complainant