

AGREEMENT

Between

THE GOVERNING BOARD OF THE WOODLAND JOINT UNIFIED SCHOOL DISTRICT

AND

WOODLAND EDUCATION ASSOCIATION

JULY 1, 2025 THROUGH JUNE 30, 2028

Table of Contents
WEA Collective Bargaining Agreement

ARTICLE 1	**Agreement**	7
ARTICLE 2	**Recognition**	8
ARTICLE 3	**Definitions**	8
ARTICLE 4	**Non-discrimination**	9
ARTICLE 5	**Negotiations Procedures**	9
ARTICLE 6	**Association Rights**	10
ARTICLE 7	**District Rights**	14
ARTICLE 8	**Grievance Procedure**	
	Definition	14
	Purpose	15
	Guidelines	15
	Procedures	16
ARTICLE 9	**Salaries**	
	Salary Schedules	19
	Placement and/or Advancement	19
	Professional Growth	19
	Compensation (daily rate)	20
	Extra Duty Pay	20
	Calculations for Partial Assignment	21
	Agriculture Program	21
ARTICLE 10	**Unit Member Benefits and Reimbursements**	
	Fringe Benefits	21
	Health Insurance	22
	Dental Services	22
	Life Insurance	22
	Vision	23
	Disability (Income Protection)	23
	Tax-Sheltered Annuities	23
	Medical Examination	23
	Reimbursements	23

ARTICLE 11	**Professional Dues or Fees and Payroll**	24
ARTICLE 12	**Leaves**	
	Sick Leave	25
	Leave for Personal Necessity	25
	Extended Health Leave/Differential Pay	27
	Industrial Accident and Illness Leave	28
	Emergency Leaves of Absence	30
	Parental Leave	30
	Reproductive Loss Leave	31
	Family Care Leave Act	31
	Educational and Professional Leaves of Absence	34
	Leaves of Absence for Personal Business – Short Term	35
	Leaves of Absence for Personal Business – Long Term	36
	Catastrophic Leave Bank	36
ARTICLE 13	**Elementary and Secondary Class Size; Secondary Course Preparations; and Homeroom**	
	Class Size - Elementary	42
	Reasonable Effort/Elementary Level Class Size Loading	43
	Class Size - Secondary	44
	Secondary Course Preparations	44
	Traveling Unit Members (Except for Music Program)	45
	Homeroom Conditions	45
ARTICLE 14	**Assignment, Reassignment, Transfer, Staffing a New School, Closing a School and Administrative Positions**	
	Definitions	45
	Reassignment	46
	Transfer	48
	Staffing a New School	51
	Closing a School	52
	Administrative Positions	53
ARTICLE 15	**Unit Member Safety**	53
ARTICLE 16	**Elementary Time Management/Time Release**	55
ARTICLE 17	**Work Year/Work Day**	
	Work Year	56

	School Calendar	56
	Work Day	57
	Adjunct Duties	59
ARTICLE 18	**Evaluation**	
	General Provisions	60
	Evaluation Criteria	61
	Evaluation Cycles	61
	Formal Evaluation	62
	Alternative Evaluations	65
	Activities for Alternative Evaluations	66
ARTICLE 19	**Peer Assistance and Review**	
	Program Components	67
	Voluntary Unit Member Peer Assistance Program	68
	Mandatory Permanent Unit Member Peer Assistance Program	68
	Unit Member Due Process	71
	Peer Assistance and Review Panel	72
	Consulting Teachers	73
	Governing Board Review of Recommendations by Panel	74
	Miscellaneous Provisions	75
	Retention of Education Code Rights	76
	Hold Harmless	76
	Confidentiality	76
	Records	76
	Non-management/Supervisor Status	76
	Association Representation	77
ARTICLE 20	**Personnel Files**	
	General Provisions	77
	Location	77
	Access and Handling of Personnel Files	77
	Unit Members' Rights	78
	File Content and Procedures for Placing Material in File	78
ARTICLE 21	**Personnel Action**	
	Purpose	78
	Definitions	79

Guidelines 79
Causes for Personnel Actions 79
Personnel Actions 80
Notice Required Prior to Imposition of Suspension 81
Notice Required on Imposition of Suspension 82
Appeals 82
Conduct of Hearing and Finality 82
Maximum Period of Suspension 83
Records 84

ARTICLE 22 Public/Parental Complaint Procedure

General Provisions 84
Informal (Oral) Complaint 85
Formal (Written and Signed) Complaint 85

ARTICLE 23 Academic Freedom 86

ARTICLE 24 Miscellaneous Provisions 86

ARTICLE 25 Savings 87

ARTICLE 26 Special Education

Subcontracting 87
Community Advisory Committee (CAC) 87
Staff Development Committee and Inservice 88
Development of Individual Education Program (IEP) and Assignment of Students Identified for Special Education (Student) Under the IDEA to a General Education Classroom 88
Resource Specialists 89
Shared Hours and Responsibilities 90
Specialized Services 90
Assignment, Reassignment and Transfer 91
Inclusion of Students in Special Day Class Programs to General Education Classrooms 91

ARTICLE 27 FLEX Academy (Long Term Independent Study)

Overview 92
Placement on the Certificated Salary Schedule 93
Student Load/Assignment 93
Full Time Equivalent Determination 93

Reassignments 94
Preparation Time 90
Work Day/Work Week 90
Work Year/Location/Duties 91
Hiring Process 91
Enrollment 91
Instruction 92
Grading and Assessment 93
Professional Development 93

APPENDICES

Appendix A	Certificated Salary Schedules for the School Year 2025-2026
Appendix B	Athletic Extra Duty Pay Schedule
Appendix C	Other Extra Duty Pay
Appendix D	School Year Calendars (2025-2026) & (2026-2027)
Appendix E	Categories of Certificated Unit Members Included in the Bargaining Unit (Article 2, Recognition)
Appendix F	Memorandums of Understanding: • Extended Year Pay • Comprehensive High School Provisions (MOU shall sunset on June 30, 2026 unless otherwise negotiated) (formerly titled in contract as "Regarding Secondary Program (Revised February 7, 2017") (Revised and extended – September 4, 2024) • Impact of AB 130 on Current WJUSD K-8 Home Study and Independent Learning Center (ILC) Independent Study Models (2022-2023 School Year) • Early Commitment Incentive for Current WJUSD Student Teachers 2025-2026 School Year • Hiring Bonus ("Attachment A") • Dual Enrollment Course Instruction for the 2025-2026 School Year • Regarding Class Size Overages at All Schools for the 2025-2026 School Years • Regarding Extension of "Other Payments" for the 2025-2026 School Year • Regarding Dual Immersion and Special Education Teacher Stipends for the

	2025-2026 School Year • Regarding Wednesday Collaboration Days and Professional Development Days for the 2025-2026 School Year • Article 12. B – Personal Necessity • Regarding Appendix C – (Mariachi production stipend) for the 2025-2026 School Year • Regarding Revisions to Middle School Athletic Stipends for the 2025-2026 School Year • Regarding Substitute Release Days for Special Day Class and Resource Specialist Teachers for the 2025-2026 School Year • Professional Collaboration Days (Revised January 24, 2012)

Article 1: Agreement

A. The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Woodland Joint Unified School District ("District") and the Woodland Education Association/WEA/CTA/NEA ("Association"), the recognized exclusive employee organization.

B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

C. This Agreement shall remain in full force and effect from the time of its ratification by both parties to June 30, 2026, or until a new agreement has been reached by both parties.

1. Salary and Benefits and reopeners are closed for the 2025-2026 school year.

2. For the 2025-2026 school year, the new agreement shall remain closed.

3. For the 2026-2027 school year, each party may reopen salary and benefits, and two (2) articles of the party's choosing. The parties agree to suspend negotiation timelines in Article 5 for the 2025-2026 school year negotiations with the understanding that each party will sunshine their reopeners in March 2026 with the goal of commencing negotiations in April 2026.

4. For the 2027-2028 school year, each party may reopen salary and benefits and two (2) articles of each party's choosing.

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D. In witness whereof, the Parties hereto have caused the articles of the Agreement to be signed by their respective Presidents, attested to by their respective spokesperson and their signatures placed hereon, on the date noted.

For the Woodland Joint Unified School District:

Noel J. Rodriguez, WJUSD Board of Trustees President — Date: 11/5/26

Signed by: Dr. Rebecca Toto

Dr. Rebecca Toto, WJUSD Lead Negotiator — Date: 8/12/2026

For the Woodland Education Association:

Signed by: Rebecca Bernard

Rebecca Bernard, WEA President — Date: 8/13/2026

Marjory Watkins, WEA Lead Negotiator — Date: 8/12/26

Vicki Fu, WEA Lead Negotiator — Date: 8/12/26

Article 2: Recognition

A. The Board recognizes the Association as the exclusive representative of a unit of all certificated unit members of the District, excluding management, confidential, and supervisory members as defined in the Educational Employment Relations Act, for the purposes of meeting and negotiating and the processing of grievances.

B. The current description of the unit includes, but is not limited to, those categories and classifications described in Appendix E.

Article 3: Definitions

A. "Unit member" refers to any employee who is included in the bargaining unit as defined in Article 2.

B. "Employer" shall mean the Board of Trustees.

C. Unless otherwise mutually agreed upon in writing, "day" shall mean a unit member's contract day.

D. "Act" refers to the Rodda Act as stipulated in Sections 3540-3549.3 of the Government Code.

Article 4: Non-discrimination

A. Neither the District nor the Association shall impose or threaten to impose reprisals on unit members, discriminate or threaten to discriminate against unit members, or otherwise interfere with, restrain, or coerce unit members because of their exercise of rights to join or not join a unit member organization, to engage or not engage in Association activity, to file or not file grievances, to be represented or not be represented by the Association, or to utilize those other rights provided by the "Act".

B. The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory.

Article 5: Negotiation Procedures

A. Not later than November 1 of the year preceding the contract year that is to be negotiated, the parties shall meet and negotiate. Any agreement reached between the parties shall be reduced to writing and signed by them.

B. The Association shall present its opener(s) to the Governing Board by the first regular Board meeting in October.

C. The District shall give public notice of its opener(s) at the second regularly scheduled Board meeting in October.

D. This Agreement may be reopened each year after October 1st for the subsequent contract year. Unless mutually agreed otherwise, permissible reopeners are limited to school calendar, Article 9 (Salaries), Article 10 (Employee Benefits), and two other articles—one determined by each side. Nothing contained herein shall limit consultation rights of the Association.

E. The parties agree to meet and negotiate by mutual consent on any immediate statutory or constitutional change that is mandatory and/or directly impacts upon this Agreement.

F. During the last year of this Agreement, the Association and the District will meet and negotiate changes to the entire Collective Bargaining Agreement.

G. The Association shall have the right to have no more than five (5) representatives, without loss of compensation, to meet and negotiate with no more than five (5) representatives for the Board of Trustees exclusive of one professional consultant for each party. A confidential employee may be present to take minutes. Negotiations shall take place at mutually agreeable times and places. The intent of the parties is to minimize the absence of unit members from the classroom.

H. The Association intends to negotiate salary and benefits when budget information is available from the State of California.

I. COMPLETION OF NEGOTIATIONS

During the term of this Agreement, the parties expressly waive and relinquish their rights to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated this Agreement, and even though such subjects or matters were proposed and later withdrawn.

J. EFFECT OF THIS AGREEMENT

It is understood and agreed that if the District proposed to change a District-wide practice (not governed by this Agreement) in a manner which affects a subject within the scope of representation, upon the Association demanding to bargain over such proposed change the District shall bargain over such proposed change. This written Agreement sets forth the full and complete agreement between the parties concerning the subject matter hereof and supersedes all prior informal or formal agreements thereon. There are no valid or binding representations, inducements, promises, or agreements, oral or otherwise, between the Parties that are not embodied herein.

K. Any individual contract between the District and an individual unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

Article 6: Association Rights

A. Unit members shall have the right, for Association purposes, to schedule and use school equipment, buildings, and facilities at all reasonable hours when not otherwise in use.

B. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members. The Association may use the District mail service and unit member mailboxes for communication to unit members.

C. Authorized representatives of the Association shall be permitted to transact official Association business on school property during non-duty hours and at other such times with prior approval by the site administrator when the transaction of such business does not interfere with the instructional program.

D. The Board shall grant up to 60% leave of absence to the President of the Association during their term of office. The President shall be entitled to all benefits and rights granted full-time employees and shall be entitled to return to their same, comparable or mutually agreed upon assignment that they held prior to their Presidency.

E. 1. The District shall furnish the Association, without cost, the following documents:

a) Names and locations of employment of unit members no later than September 30 of each year.

b) Placement of unit members on their respective salary schedule as of November 1 and no later than November 30 in the form of a scattergram.

2. The District shall furnish the Association upon request two (2) copies of all County and State required reports as soon as they are transmitted to the County or State, and copies of requested budgetary and other specifically requested financial information produced as it becomes available, that are necessary for the Association to fulfill its roles as the exclusive bargaining representative.

F. Upon ratification of the Agreement by both parties, the District shall prepare one (1) copy for each site, one (1) copy for each site administrator, and one (1) for each negotiating team member, and five (5) to Woodland Education Association. The cost of preparation of these copies shall be shared equally by the District and the Association. In addition, a copy shall be available on the District website.

G. New Employee Orientation

1. District Notice to Association of New Hires

a) The District shall provide Association notice of any newly hired certificated employee into a bargaining unit position, within thirty (30) days of date of

hire via an electronic mail. Notification shall include the following information: full legal name, date of hire/start date, classification, and site. (Gov't Code § 3558)

2. Employee Information

a) "Newly hired employee" or "new hire" means any certificated employee, whether permanent, full time, part time, hired by the District into a bargaining unit position, and who is still employed as of the date of the new employee orientation. (Gov't Code § 3555.5)

b) The District shall provide Association with contact information on the new hires within thirty (30) days of hire, or by the first pay period of the month following the hire. The information will be provided to Association president electronically via a mutually agreeable secure FTP site or service. The information provided in this section shall be provided regardless of whether the newly hired certificated employee was previously employed by the District and whose current position has placed them in the bargaining unit represented by Association. This contact information shall include the following items:

i. First Name;
ii. Middle initial;
iii. Last name;
iv. Suffix (e.g. Jr., III);
v. Job Title;
vi. Work location;
vii. Work telephone number;
viii. Home Street address (incl. apartment #);
ix. City;
x. State;
xi. Zip Code (5 or 9 digits);
xii. Home telephone number (10 digits);
xiii. Personal cellular telephone number (10 digits);
xiv. Personal email address of the employee;
xv. Hire date; and
xvi. Full Time Equivalent (FTE) Status.

The District will not disclose the personal contact information of any certificated employee who has elected in writing not to have their personal contact information shared with Association. The District shall do nothing to encourage employees to opt out of providing information to Association.

c) Periodic Update of Contact Information: The District shall provide Association with a list of all bargaining unit members' names and contact information at least every one hundred twenty (120) days (September, January, and May). (Gov't Code § 3558) The information will be provided to Association electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information:

i. First Name;
ii. Middle initial;
iii. Last name;
iv. Suffix (e.g. Jr., III);
v. Job Title;
vi. Work location;
vii. Work telephone number;
viii. Home Street address (incl. apartment #);
ix. City;
x. State;
xi. Zip Code (5 or 9 digits);
xii. Home telephone number (10 digits);
xiii. Personal cellular telephone number (10 digits);
xiv. Personal email address of the employee;
xv. Hire date; and
xvi. Full Time Equivalent (FTE) Status.

The District will not disclose the personal contact information of any certificated employee who has elected in writing not to have their personal contact information shared with Association. The District shall do nothing to encourage employees to opt out of providing information to Association.

3. New Employee Orientation

a) "New Employee Orientation" means the onboarding process of a newly hired certificated employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters. (Gov't Code § 3555.5)

b) To ensure compliance with the access provisions of AB119, the District and Association agree to the following procedure:

i. The District shall provide an annual New Employee Orientation for all newly hired employees to take place within fifteen (15) calendar days prior to the first day of classes, except when there are no newly hired employees commencing employment at the start of a given school year. The District shall provide the Association president and vice president not less than 10 days' notice in advance of a New Employee Orientation, except that a shorter notice may be provided in a specific instance where

there is an urgent need critical to the District's operations that was not reasonably foreseeable. (Gov't Code § 3556) On the date of the District's New Employee Orientation, Association shall have ninety (90) minutes for one (1) Association representative to conduct an orientation session. This time shall be outside of the scheduled lunch break on the agenda. The Association Labor Relations Representative may also attend the orientation session.

ii. For hires after the New Employee Orientation date, the Association President, during their release time, shall schedule a meeting to conduct the orientation session with the new hire. The Association orientation shall occur within thirty (30) days of the new hire's start date upon Association's receipt of notice of hire pursuant to 1(a) above.

c) Association shall provide copies of the Association membership applications to the District for distribution to new hires. The District shall also send an email with a link or attachment of the Association-District collective bargaining agreement to any newly hired employee.

d) The orientation session shall be scheduled by the Association President and may be held at the District Office during the workday of the employee(s), who shall be on paid time and released from their duty for the duration of the Association orientation session, unless the orientation session occurs before the new employee's start date.

e) During Association's orientation session, no District manager or supervisor or non-unit employee shall be present.

Article 7: District Rights

It is understood and agreed that the District retains all of its powers and authorities to direct, manage, and control its operations to the full extent of the law. Exercise of these powers, rights, authorities, duties, and responsibilities by the District; the adoption of the policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

Article 8: Grievance Procedure

A. Definition

1. A "grievant" shall mean a unit member, group of unit members, or the Association filing a grievance in its own interest.

2. A "grievance" shall mean that a claim exists that there has been a violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the "grievant".

3. "Employer" shall mean the Board of Trustees.

4. "Days" shall mean working days as defined in Article 3. Any time limit affected by the seasonal or intersession recess periods shall be extended by five (5) days. Time limits herein may be lengthened or shortened in a particular case only by mutual agreement in writing signed by each party.

B. Purpose

The purpose of this procedure is to attempt to secure at the lowest administrative level, beginning with the immediate supervisor, equitable solutions to grievances. All parties agree that these proceedings will be kept informal and confidential to the extent possible.

C. Guidelines

1. A unit member may file a grievance as defined in A.2 above, at the informal level, within fifteen (15) days of the occurrence, or within fifteen (15) days of when the unit member could have reasonably known of the occurrence of the act or omission giving rise to the grievance.

2. All unit members have the right of Association representation at each step of the grievance procedure. Any individual unit member or group of unit members shall have the right at any time to present grievances to their immediate supervisor and to have such grievances settled without the intervention of the Association as long as the settlement is not inconsistent with the terms of this Agreement. The proposed resolution of a formal grievance shall not be implemented until the Association has received a copy of the grievance and the proposed resolution thereof, and has been given the opportunity to file a response.

3. Every unit member has the right to present grievances under this article with or without a representative present. The grievant must be present at each level unless their presence is excused by mutual agreement.

4. No reprisals of any kind will be taken by the Association or District against any grievant, any member of the Association, or any other participant in the grievance procedure by reason of such participation. All documents,

communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

5. The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to the final resolution of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive pending the final resolution of the grievance, except where unusual or abnormal safety hazards have been determined to exist.

6. The failure of the grievant to act within the prescribed time limits stated in this article shall act as a bar to any further appeal. The failure of the District to give a decision within the time limits shall permit the grievant to proceed to the next step.

7. Investigations, conferences, and the normal processing of a grievance shall be conducted so as to result in as little interference as possible with, or interruption of, the instructional program. The grievant and immediate supervisor shall have the right to include such witnesses as are deemed necessary to provide facts upon request. The aggrieved unit member, designated witnesses, and/or any Association representative shall receive release time without loss of compensation upon twenty-four (24) hours prior request to the Assistant Superintendent, Human Resources or designee for purposes of appearing in grievance meetings as defined in each step of these procedures.

8. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding. Once a grievance has been resolved or a final decision rendered, the grievant shall not be entitled to initiate a new grievance on any matter or occurrence, which could have been included in the first grievance.

9. If the grievance involves a member of the District's administration above the principal or immediate supervisor level, the grievant shall submit such grievances to the Assistant Superintendent, Human Resources or designee.

10. Time limits provided in these procedures may be extended by mutual agreement.

D. Procedures

1. Informal Level

An aggrieved unit member will first discuss the grievance at an informal meeting with the immediate supervisor or appropriate administrator prior to the filing of the formal grievance. The unit member shall request an informal meeting via email which is to occur within ten (10) days of the request. The purpose of such meeting shall be to resolve the matter informally At the conclusion of the meeting, the grievant and the immediate supervisor must sign the "informal level" section of the grievance form to memorialize the meeting. Should the parties come to a resolution at the informal meeting, they will record it on the grievance form with signatures and date. If the issue is not resolved and additional time is needed, the immediate supervisor or appropriate administrator shall have up to five (5) additional days to communicate the decision to the grievant in writing.

2. Formal Level

The District's grievance forms shall conform to the requirements of this procedure's provisions, and shall be used at Step 1 by the grievant and any District representative.

Step 1 – Administration

a) If the aggrieved unit member is not satisfied with the grievance resolution at the informal level, a formal grievance may be initiated. Within fifteen (15) days after receipt of the decision at the informal level from the immediate supervisor or appropriate administrator, the grievant may file the same grievance in writing to the Assistant Superintendent, Human Resources or designee. The District form for Step 1 shall be completed.

b) Within ten (10) days after receipt of the written grievance by the Assistant Superintendent, Human Resources or designee the parties shall meet. If the grievant so requests, a representative of the Association may be present.

c) The Assistant Superintendent, Human Resources or designee shall respond in writing announcing their decision within ten (10) days after such meeting.

Step 2 – Mediation

a) If the grievance is not settled in Step 1, and the grievant elects to pursue the grievance, the Association shall submit the grievance to mediation.

b) The Association shall notify the Assistant Superintendent, Human Resources or designee within ten (10) days after receipt of the written

decision at Step 1, or within ten (10) days after the time for providing that decision has passed.

c) The purpose of the mediation is to attempt to resolve the grievance in its entirety. If the mediation does not successfully resolve the grievance within thirty (30) days, the mediation step shall be deemed completed, or if an extension is needed it will be based upon mutual agreement.

d) The parties shall request a mediator from the State Conciliation and Mediation Service. It is anticipated that the mediation services will be without charge to the parties. However, if there are costs, they shall be shared equally by the Association and the District.

Step 3 – Arbitration

a) If the grievance is not resolved at mediation, and the Association wishes to proceed to arbitration, it shall notify the District within ten (10) days of the completion of mediation that it wants to proceed to arbitration.

b) Upon notification of the Association's intent to proceed to arbitration, the District shall request a panel of five arbitrators from the State Mediation and Conciliation Services (SMCS). The parties will alternatively strike names from the SMCS panel until one name remains and that individual shall be the arbitrator for the matter.

c) The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which would violate the terms of this Agreement. However, it is agreed that the arbitrator may award such financial reimbursement or other remedies as they judge to be proper. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator before the merits of the case are heard.

d) The decision of the arbitrator will be submitted to the Association and the Superintendent and will be final and binding on the parties.

e) All costs for the services of the arbitrator, including, but not limited to, per diem expenses, their travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs, except for released time for the grievant(s), Association representative(s), and witnesses who are unit members of the District, will be borne by the party incurring them.

Article 9: Salaries

A. Salary Schedules: District and Association agree that the unit members covered by this Agreement shall be compensated in accordance with the Salary Schedules and position classification compensation allocation listing in Appendix A.

B. Placement and/or advancement on the Salary Schedule: Placement and/or advancement on the Salary Schedule will be made on the basis of training and teaching experience.

1. All unit members will receive remuneration for services based on an adopted Salary Schedule whose basic provision requires each unit member to have a teaching and/or service credential.

2. All unit members entering the School District will be given a classification for Salary Schedule placement based on their proper qualifications in accordance with the provisions of the appropriate current Salary Schedule.

a) Bargaining unit members hired to begin work effective the 2006-07 school year, will be given a classification for salary schedule placement based on all years of applicable and verifiable teaching experience requiring a credential, earned outside the District.

b) Fully credentialed Speech Therapists, School Psychologists, and Nurses may be credited with the appropriate number of applicable and verifiable years of experience requiring a credential, earned outside the District. For applicable and verifiable experience that is not related to public education, one (1) year of District credit may be earned for every two (2) years' experience.

3. Unit members entering the school district will be placed according to degrees earned, collegiate units and previous experience on commencement of contract.

4. A substitute or part time unit member will be credited one (1) year of experience for seventy-five percent (75%) of the number of working days (Article 17).

C. Professional Growth

1. There shall be a limit of fifteen (15) units, which shall have had District approval for salary schedule credit in any one (1) calendar year. Unit members should seek District approval of course work prior to enrollment.

a) The definition of calendar year for this purpose shall be September 10 to September 9 of the next year.

b) There shall be a limit of no more than six (6) units which may be credited in any school year semester.

c) All petitions for reclassification and movement on the salary schedule must be received by the personnel technician on or before June 1. All units to be credited for the movement on the salary schedule must be completed by September 10th of each calendar year. Movement will be granted upon verification of completion of course work units by an official up-to-date transcript or verified statement in lieu of a transcript delivered to the personnel technician prior to November 1. A review of the salary schedule placement for all new and continuing unit members who have so petitioned will be made between the first and fifteenth of the month following course work verification received by the personnel technician.

2. The criteria for the board's acceptance of submitted units for reimbursement shall be the following:

a) To develop increased competence in secondary and elementary subject areas and curriculum.

b) To prepare personnel for changing grade levels or subject areas within the school district.

c) To develop competencies in instructional techniques and methodology.

d) To prepare for professional advancement. (The source of funding or payment for submitted units shall not determine whether such units shall be accepted for salary schedule credit.)

D. Compensation for duty beyond the adopted contract year (See Article 17) shall be established by the following formula:

Unit members required by the employer to render additional days of service and not compensated by an adopted extra duty pay schedule shall be reimbursed at an established daily rate which shall be calculated as follows: base salary divided by work days. Hourly rates will be determined by dividing the daily rate by seven (7).

E. The Extra Duty Pay Schedule agreed to by the District and the Association shall be Appendix B and Appendix C.

Effective June 12, 2017, Extra Duty pay for all non-mandated work and staff development training beyond the contractual professional responsibilities; excluding work identified in Appendix B and C, and the extended year MOU, shall be paid at the hourly rate associated with Column II, Step 6 (as determined by the formula: annual salary identified in Column II-Step 6/ contracted work days/7) with prior approval from the immediate supervisor. Professional development or attendance at conferences offered by the district may be advertised for no compensation or the extra duty rate; unit members may participate in accordance with the offerings.

F. For purposes of calculating salary for partial assignments at the elementary level, pay rate percentages will be determined by dividing the number of minutes taught by the part-time unit member by the number of minutes taught at that grade level at that site by a regular full-time unit member. Calculations for partial assignments at the secondary level will be determined by dividing the number of periods taught by five (5).

G.. Agriculture Program

1. Teachers serving in the Agriculture Department shall receive an additional .2 compensation for the extended year responsibilities as on the Certificated Salary Schedule while they remain in the program. Those teachers starting after July 1 or leaving prior to June 30 shall receive a pro-rated stipend for that year.

2. Once the number of agricultural classes to be provided at each school site is determined, the class periods available will be used to maximize the number of full-time teachers in the Agricultural Department.

3. Teachers with fewer than four (4) periods of classes in the Agriculture Department shall receive compensation for the extended year responsibilities on a prorated basis.

Article 10: Unit Member Benefits and Reimbursement

A. FRINGE BENEFITS

1. The District shall make available health and welfare benefits in the following areas:

a) Group Health Insurance

b) Group Dental Insurance

c) Group Life Insurance

d) Vision Care

e) Disability (Income Protection)

2. Effective July 1, 2025, the District will contribute the following for full-time unit members. Part-time unit members shall be entitled to a District contribution proportionate to the percent of full-time employment.

a) $10,960 annually each school year, for full-time unit members, prorated appropriately by 12-months or 11-months (based on employee's work year) and hours assigned, to be used towards Employee-only medical benefit selection. Amounts left over after district contribution to medical benefit will be applied to dental or vision coverage.

b) $13,000 annually each school year, for full-time unit members, prorated appropriately by 12-months or 11-months (based on employee's work year) and hours assigned, to be used towards Employee+1 or Family medical benefit selection. Remaining amounts of contribution after medical benefit selection will be applied to dental or vision coverage.

3. All unit members and their eligible family members shall be covered by no more than one District-provided group health insurance plan. New unit members shall be entitled to life, health, dental, vision, and may participate in disability (income protection) coverage from the first day of employment, where the agreement with the insurance company would allow.

4. Should a unit member's employment voluntarily terminate at the end of the school year and before the beginning of the ensuing year, such unit member shall be entitled to health, dental, life, vision, and disability (income protection) coverage with a District contribution through August 31.

B. HEALTH INSURANCE

The District agrees to offer family coverage for any eligible unit member, for their choice of one group health plan to be chosen from those offered by the District. The health plan will be determined by the unit member from at least two options offered by the District and agreed upon by the Association.

C. DENTAL SERVICES

The District agrees to offer family coverage for group dental insurance, including orthodontic coverage, for all eligible unit members and their dependents. The dental insurance plan will be selected jointly by the Association and the District.

D. LIFE INSURANCE

The District agrees to offer a group life insurance plan for each eligible unit member. The plan shall be selected jointly by the Association and the District.

E. VISION

The District agrees to offer vision care for all eligible unit members and their dependents not covered for vision care under a group health insurance plan. The plan shall be selected jointly by the Association and the District.

F. DISABILITY (INCOME PROTECTION)

The District agrees to offer a Disability (Income Protection) Plan to all eligible employees. The plan shall be selected jointly by the Association and the District. The District will provide automatic payroll deduction for unit members who qualify and elect to participate in a Disability (Income Protection) Plan.

G. TAX-SHELTERED ANNUITIES

The District will provide automatic payroll deductions to unit members who elect to participate in a qualified tax-sheltered annuity plan.

H. MEDICAL EXAMINATION

A physician's medical examination requested by the District shall be paid by the District.

I. REIMBURSEMENTS

1. For use of non-district provided instructional and educational materials.

   a) The District shall reimburse any person or persons for the loss, destruction, or damage by arson, burglary, or vandalism of personal property used for instruction in the schools of the District and not reimbursed by insurance. No payment shall be made for any item of personal property used for instruction in the schools of the District and reimbursed by insurance. No payment shall be made for any item having a value of less than $10.00 at the time of damage, nor shall any payment be made for repairs of less than $10.00.

   b) Reimbursement shall not exceed $500.00 nor be less than $10.00 and shall be made only when written approval for the use of the personal property in the schools was given before the property was brought to school and when the condition and present depreciated

value of the property was agreed upon by the parties or person bringing the property and the school principal or person appointed by the principal for this purpose at the time the approval for its use was given. Ed. Code Section 35213 (District Policy #6134.1).

2. All certificated bargaining unit personnel who are required to travel between school sites, using their personal transportation, shall receive the state mileage reimbursement rate as established by the Internal Revenue Service (IRS) for such required travel.

Article 11: Professional Dues or Fees and Payroll

A. The Association will inform the District of new or returning bargaining unit members who have signed an authorization for deduction of WEA/CTA/NEA membership dues, initiation fees, and general assessment in the Association. Such authorization shall continue in effect from year to year. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the bargaining unit member each month for ten (10) months. Deductions for bargaining unit members 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. Commencement of dues collection for long-term contracted substitutes shall occur at the first pay period following elevation to the status of long-term substitute. The District shall refer all employee questions about membership dues to the Association representative.

B. Upon appropriate written authorization from any bargaining unit member, the District shall deduct from the salary of the bargaining unit member and make appropriate remittance for annuities, credit unions, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the District.

C. The Association agrees to furnish any information needed by the District to fulfill the provisions of this article.

D. The Association shall indemnify, defend, and hold harmless the District, its Superintendent, Board of Trustees, and employees, agents, and representatives of the District, against any and all claims, demands, suits or other forms of liability: including, but not limited to, wages, damages, judgements, fees, fines, court costs, attorney fees and any back pay, penalties or awards resulting from any court, arbitrator or PERB orders, judgments or settlement which may arise by reason of, or resulting from the operation of this article. Association shall bear all costs of defending against any and all such claims, demands, suits or other forms of liability: including, but not limited to, court costs, attorney fees and all other costs of litigation. Association shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted,

defended, tried or appealed. Association's decision thereon shall be final and binding upon all parties protected by this section. However, this section shall not be construed as a waiver on the part of the District, its Superintendent, Board of Trustees, or any individual protected by this section of any claim against the Association for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless. Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon request, the District shall provide Association's legal counsel with documents and information reasonably related to providing a defense.

E. Any bargaining unit member who elects not to join the Association shall notify WEA.

Article 12: Leaves

A. Sick Leave

1. Unit members shall accrue ten (10) days of paid sick leave each year.

2. Part-time unit members shall be entitled to sick leave with pay in that proportion of days employed.

3. In each case, unused days of sick leave shall be accumulated without limit. Unit members new to the District shall be entitled to transfer their accumulated sick leave to the District upon confirmation of employment. This transfer is only applicable to sick leave accumulated in California public school and/or community college districts.

4. Leaves of absence under this section will be automatic, although the District reserves the right to request verification from the proper medical authority.

5. The District shall maintain proper records for each individual and shall inform unit members of the status of their accumulated benefits on pay statements as available.

B. Leave for Personal Necessity

1. Upon prior notification to the immediate supervisor, up to ten (10) days of authorized sick leave per year may be used for personal necessity. District approved forms must be used. This leave shall not accumulate from year to year.

2. A unit member may use up to five (5) of the ten (10) days, per school year, of personal necessity leave as "no-tell" days without verification with 24 hours prior notification. No more than three (3) no-tell days may be used consecutively without prior site administrator approval.

3. Circumstances for taking the five (5) remaining personal necessity days are as follows (In examples a, b, and c, prior notification to the immediate supervisor is not required.):

   a) Death or serious illness of a member of their immediate family. "Immediate family" for purposes as used in this article shall be limited to the mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse or registered domestic partner of the unit member, and the spouse, registered domestic partner, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, brother-in-law or sister, sister-in-law of the unit member, or any relative living in the immediate household of the unit member.

   b) Accident, involving their person or property, or the person or property of a member of their immediate family.

   c) Verifiable emergencies, which were beyond the control of the individual.

   d) Appearances in court as a litigant or as a witness under an official order.

   e) Funeral attendance.

   f) Observances of religious holidays or civil obligations which cannot be conducted before or after the workday.

   g) Matters pertaining to personal welfare.

   h) Compelling personal reasons that cannot be conducted after the work day such as attendance at a child's graduation, appointments with professionals (attorneys, accountants, etc.) and attendance at immediate family weddings.

4. In cases of the five (5) non-no-tell days of personal necessity leave use, the unit member shall, upon return, submit a signed statement on a District-approved form which sets forth the nature of the personal necessity involved and may include any subsequent proof as requested by the District except as specified in paragraph B.2 of this Article.

a) Site administrators may limit the number of unit members at their site who may use this leave on any one day.

5. Personal necessity shall not include the use of such leave for any of the following:

a) Attendance at, or participation in, functions or activities which are primarily for the unit member's pleasure, amusement, or personal convenience.

b) The extension of holidays, vacation periods, or weekends for personal convenience.

c) Seeking or engaging in remunerative employment.

d) Participating in Association activities and/or in activities related to concerted activities and work stoppages.

6. A unit member shall be eligible for the benefits of this provision if they have sufficient accumulated unused sick leave credit.

7. Notwithstanding the above, personal necessity leave may also be granted for compelling reasons of a personal nature, with the approval of the Superintendent or designee.

C. Extended Health Leave/ Differential Pay

1. When a person employed in a position requiring certification is absent from their duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due them for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill their position during their absence or, if no substitute employee was employed the amount which would have been paid to the substitute had they been employed. The school district shall make every reasonable effort to secure the services of a substitute employee. E.C. 44977. All District-paid insurance benefits shall be continued.

2. Immediately upon return to active service, the unit member shall complete the District absence form and submit it to the immediate supervisor. The unit member shall provide, upon District request, additional verification of the use of these leave provisions.

3. A unit member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment shall be required to submit, prior to return to active duty, a medical statement indicating the unit member's ability to return to their position classification without restrictions or detriment to the unit member's physical and emotional well-being. This shall not preclude a return to part-time service upon mutual agreement with the supervising administrator.

4. In all cases of returning to service, the unit member shall give the District at least two (2) working days prior notice in writing of the intended date of return.

D. Industrial Accident and Illness Leave

1. A unit member who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Worker's Compensation Insurance Law shall be granted up to sixty (60) days paid industrial accident and illness leave for each such accident or illness. This paid leave applies while the unit member is receiving temporary disability benefits from Worker's Compensation. The provisions of the paid industrial accident and illness leave are as follows:

   a) In the event an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury. The allowable limit of industrial accident or illness leave shall be determined by the unit member's doctor(s) and shall end when the doctor(s) release(s) the unit member to return to work.

   b) Allowable leave shall not be accumulated from year to year.

   c) Industrial accident or illness leave will commence on the first (1st) day of absence.

   d) Payment for wages lost on any day shall not, when added to an award granted the unit member under the Worker's Compensation laws of this state, exceed the normal wage for the day.

   e) Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.

2. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used, but if any unit member is

receiving Worker's Compensation the unit member shall be entitled to use only so much of the unit member's accumulated or available sick leave, accumulated comp-time, vacation or other available leave which, when added to the Worker's Compensation award, provide for a full day's wage or salary.

3. The Governing Board may, by rule or regulation, provide for such additional leave of absence, paid or unpaid, as it deems appropriate. After such leave, the unit member may return to the unit member's position without suffering any loss of status or benefits.

4. Periods of leaves of absence, paid or unpaid, shall not be considered to be a break in service of the unit member.

5. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law or the action of the Governing Board, the unit member shall endorse to the District wage loss benefit checks received under the Worker's Compensation laws of the state. The District, in turn, shall issue the unit member appropriate warrants for payment of wages of salary and shall deduct normal retirement and other authorized contributions.

6. When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to resume the duties of their position, the unit member shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the unit member shall be employed in a vacant position in the class of the unit member's previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case the unit member shall be listed in accordance with appropriate seniority regulations.

7. Any unit member receiving benefits as a result of this section shall, during the period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

8. A unit member who has been placed on a re-employment list as provided herein, who has been medically released for return to duty and who fails to accept any appropriate assignment, shall be dismissed.

E. Emergency Leaves of Absence

A unit member using this leave of absence provision shall notify the immediate supervisor as soon as possible of the expected duration of the absence. Immediately upon return to active service, the unit member shall complete the District-approved absence form and submit it to the immediate supervisor. Under the provisions of this section, a unit member's sick leave shall not be reduced.

1. A unit member shall be entitled to a leave of absence, with full pay, not to exceed a maximum of five (5) school days for the purpose of bereavement leave, in the event of the death of any member of their "immediate family" as described in Section B.

2. A unit member shall be granted an emergency leave with full pay not to exceed three (3) school days in any one year in the case of sudden or unexpected illness or injury of a member of the "immediate family," as described in Section B, when the presence of the unit member is necessary. At the request of the unit member, the Board may grant additional days.

F. Parental Leave

1. Parental leave shall apply to a unit member who is a natural or adopting parent.

2. A unit member, upon request, may be granted, by the Governing Board, parental leave with full pay not to exceed a maximum of three (3) school days.

3. Unit members are otherwise entitled to use sick leave for reasons caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.

4. Unit members are entitled to leave without pay for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when accumulated and extended sick leave has been exhausted if entitled to such leave under the law. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician.

5. Child Bonding Leave. Unit members may choose to take up to 12 school weeks for child bonding occasioned by the birth of the unit member's child, or placement of a child with the unit member in connection with the unit members' adoption or foster care of the child as provided by the California Family Rights Act (CFRA). Pursuant to Education Code Section 44977.5, unit members may choose to utilize any accumulated sick leave during the child bonding leave granted under this section. After sick leave had been exhausted, the unit member may use differential leave for the balance of the 12 school week bonding leave. For the birthing parent, the 12 week child bonding leave shall commence at the conclusion of any pregnancy disability leave. For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave and run concurrently with Family Care Leave described in section H below.

6. Pursuant to Education Code section 44977.5, if an employee exhausts their accumulated sick leave prior to expiration of the 12 week child bonding leave, they shall be entitled to extend sick leave differential pay for the balance of the 12 week period.

7. Pursuant to the CFRA, child bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child.

8. Beyond the period of disability certified by the attending physician and upon request, paternal leave of absence may be granted by the Governing Board without compensation or benefits.

9. For this purpose, unit members should be aware that they may also be eligible for (a) emergency leave and/or (b) sick leave and/or (c) extended sick leave.

G. Reproductive Loss Leave

Upon a reproductive loss event, all unit members who have been employed by the District for at least 30 days will be granted a total of five (5) days of unpaid reproductive loss leave in accordance with Government Code Section 12945.6. Unit members may choose to utilize any accumulated sick leave. The definitions for Reproductive Loss Leave will be construed consistent with Government Codde Section 12945.6.

H. Family Care Leave Act

It is the intent of this section to make available to employees leave under the Federal Family Leave Act (FMLA) and the California Family Rights Act (CFRA) (Government Code Section 12945.2). This section shall be applied and interpreted

in accordance with the state and federal law and regulations. This section shall not be interpreted to provide greater rights or benefits than those rights and benefits provided for in the FMLA and CFRA.

Leave granted under this section is unpaid. Benefit compensation shall be determined in compliance with the state and federal guidelines.

Eligibility for this leave shall follow the guidelines required by this code. The use of FMLA and all other granted leaves must be concurrent.

The total time for paid and/or unpaid FMLA leave for other than the employees' own serious health condition shall not exceed twelve (12) weeks per year.

1. The District shall grant eligible unit members family and medical care leave to the extent required by federal and state law.

2. To be eligible for family and medical care leave, unit members must have completed a minimum of one (1) year of service with the District and have worked a minimum of one thousand two hundred fifty (1,250) hours for the District during the twelve (12) month period of time immediately preceding the unit member's request for leave.

3. Eligible unit members may request up to twelve (12) weeks of family and medical care leave during any fiscal year. Family and medical care leave may be taken hourly, daily, or in weekly increments; however, there may be restrictions for other types of leaves, and not all leaves are eligible for compensation. The District shall coordinate family leave with unit member's sick leave, and any other state income protection benefits, such as Paid Family Leave (PFL). The unit member has the responsibility to provide the District with information regarding any claim for state benefits within four (4) weeks of filling in order to allow for appropriate coordination of any other leave benefits.

4. Unit members may elect to use accrued sick leave during family and medical care leave, although when accrued sick leave is exhausted, the remainder of the leave is unpaid.

5. To the extent that family and medical leave is for the unit member's own serious health condition and such leave coincides with sick leave and/or extended sick leave, family and medical leave shall run concurrently with sick leave and/or extended sick leave and the unit member shall be compensated only as provided Section A.

   Per Education Code Section 45196.1, employees unit members are eligible to use accrued sick leave, and substitute differential for a period of up to twelve

(12) consecutive work weeks, which includes all weeks of the instructional calendar but not the summer break for unit members who work less than two hundred sixty (260) days, for the birth, adoption, or the placement of a child with an employee in connection with the adoption or foster care of a child. This parental leave shall run concurrent with all other eligible leaves and shall not exceed twelve (12) consecutive work weeks. The District shall coordinate parental leave with any other state income protection benefits, such as Paid Family Leave (PFL) and/or State Disability Insurance (SDI), for a maximum of twelve (12) consecutive work weeks. The unit member has the responsibility to provide the District with information regarding a claim for state benefits within four (4) weeks of filing in order to allow for appropriate coordination. Failure to provide this information may result in a delay of processing payroll. Any additional time beyond twelve (12) consecutive work weeks requested off for parental leave shall be subject to District approval and will be unpaid.

6. Unused family and medical care leave may not be carried over from one twelve month (12) period to the next twelve (12) month period. The twelve (12) month period is defined as a rolling backward year.

7. Family and medical care leave, upon approval, may be taken in intermittent increments similar to any other type of leave. Its use is limited to any of the following purposes:

   A. For the birth of a child and to care for the newborn child;
   B. For the placement with the employee of a child for adoption or foster care;
   C. To care for the unit member's spouse, child, parent, grandparent, sibling, registered domestic partner (as defined by California Law) or designated persons (as defined in No. 8 below) with a serious health condition. This leave may be approved per Federal and State guidelines as unpaid time off, but unit members may request to use their sick leave balance. If a unit member applies for a state benefit, such as PFL, the District will coordinate the unit member's sick leave, and any state income protection benefit prior to the employee going into unpaid leave status with the District.

8. Unit members are permitted to care for up to one designated persons per 12-month period (rolling forward). CFRA defines "designated person" as "any individual related by blood or whose association with the unit member is the equivalent of a family relationship". California paid sick leave statutes define "designated person" as "a person identified by the unit member at the time the unit member requests paid sick leave days."

9. "Serious health condition" means an illness, injury, impairment, or physical or mental condition, as defined by federal regulations that involves either

inpatient (overnight) care in a hospital, hospice, or residential medical facility or a serious health condition involving continuing treatment by a health care provider.

10. If the leave is for the purpose of caring for the unit member's spouse, child, parent, grandparent, sibling, registered domestic partner or designated persons, the District may request that the medical certification include a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

11. If the District requires medical verification as a condition to granting a family care leave based on the serious health condition of the unit member's spouse, child, parent, grandparent, sibling, registered domestic partner or designated persons, the District will accept the treating physician's verification that a serious health condition as defined in federal regulations exists. This does not preclude the District from investigating fraudulent documentation.

12. Where the reason for the leave is foreseeable, the unit member shall provide the District with reasonable advance notice of the need for a family and medical care leave, the anticipated date the need for the leave will commence, and the estimated duration of the leave. If the need for the leave becomes known more than thirty (30) days prior to the date a leave is to begin, the unit member must provide at least thirty (30) days written advance notice.

13. The District will continue to provide and will pay its usual contribution to health insurance for unit members on family and medical care leave for up to twelve (12) weeks from last day worked. If there is any continuation of leave beyond twelve (12) weeks, health insurance coverage shall be continued for the employee submitting a check or money order to the District prior to the first day of each month or post-dated monthly checks for the duration of the leave. The unit member shall be responsible for the full cost of such health insurance following three (3) months of such leave.

14. Absent business necessity, the unit member will return to their former position upon return from family care leave with full rights and benefits restored, except that seniority will not accrue for time in unpaid status.

I. Educational and Professional Leaves of Absence

1. Leave of Absence for a Duration of Up To One Year

At the request of the District or unit member, a unit member may, with the approval of the Governing Board, be granted a leave of absence, not to exceed one (1) year. Leaves of five (5) days or less may be approved by the Superintendent or designee. Reasons for such leaves may include, but are not limited to, the following:

a) to attend regularly - or specially - scheduled classes, workshops, field trips, etc., offered or sponsored by industrial concerns or accredited colleges or universities; or

b) to attend meetings or conventions of education Associations; or

c) to participate in an exchange teaching program and to teach in a different environment; or

d) to make classroom visitations at other schools for the purposes of observation and improving job-related skills.

For subsections 1(a), 1(b), and 1(c), the District shall determine the number of days and the amount of compensation, if any, allowable for each request.

2. Two-Year Leave of Absence

Upon request, a certificated bargaining unit member may be granted a leave of absence by the Governing Board for a period of two (2) years. Such leave will be granted only for the purpose of teaching outside the United States or to obtain an advanced degree or specialized credential. If leave is granted for the purpose of teaching, service credit will accrue.

The unit member must submit their request to take a two (2) year leave of absence, in writing, to the Human Resource Division by April 1st, prior to the school year the leave is to be taken.
The unit member shall have the right to continue coverage for group health, vision, dental, and life insurance if they reimburse the District for the premiums and if the master agreement with the insurance carrier(s) contains such provisions without limitations.

J. Leaves of Absence for Personal Business – Short Term

1. Leave for any personal business and/or family obligation which cannot be conducted before or after the workday may be granted for up to three (3) days per school year by the site administration with prior authorization from the Division of Human Resources less the cost of a substitute. Sick leave shall not be reduced. However, retirement service credit may be affected. For this subparagraph, "personal business and/or family obligation" may

include trips which, by their nature, cannot be postponed or completed on a weekend.

2. A unit member may be granted, at the discretion of the Governing Board, a leave of absence of up to twenty (20) days to attend to personal business. The Board may determine such salary deductions, if any, as it deems appropriate.

K. Leaves of Absence for Personal Business – Long Term

1. A unit member having earned tenure and having completed three consecutive years of full-time employment in the District may, upon request and with the Governing Board's approval, be granted a leave without pay not to exceed one (1) year. Such leave shall not be automatically renewable.

2. The unit member must submit their intention to take a one (1) year leave of absence, in writing, by April 1, prior to the school year this leave is to be taken.

3. The unit member shall have the right to continue coverage for group health, vision, dental, and life insurance if they pay the premiums to the District and the master agreement with the insurance carrier contains such provisions without limitations. The District shall make every effort to provide a carrier which has such a provision.

4. No time in service shall accrue during the leave and no District benefits will be provided other than those, which are stated in this Article.

L. Catastrophic Leave Bank

The Association and the District agree to create a Catastrophic Leave Bank effective July 1, 2012. The Catastrophic Leave Bank shall be funded in accordance with the terms of this section, and is not subject to grievance procedures. The Catastrophic Leave Bank may be terminated by the WEA Executive Board upon written notification to the District.

1. Implementation

a) For the purposes of this section, a "day" shall be any day a unit member is expected to be on duty as determined by the terms of this Agreement.

b) Days in the Catastrophic Leave Bank shall accumulate from year to year.

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

d) The Catastrophic Leave Bank shall be administered by a four (4) member Catastrophic Leave Bank Committee appointed by the WEA Executive Board. There will be one (1) representative from each of the following levels: elementary, middle and high school and one (1) from Pupil Services. The terms of the Committee shall be staggered three-year terms. Initial appointments shall be for one (1) year, two (2) years, and three (3) years for two (2) representatives. The WEA President or designee shall replace a committee member who requests catastrophic leave. In the event of a tie, the WEA president shall cast the deciding vote.

2. Eligibility and Contributions

a) All unit members on paid status with the District are eligible to contribute to the Catastrophic Leave Bank.

b) Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.

c) Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible must wait until the next open enrollment period and have a waiting period of thirty (30) days after joining the Bank before becoming eligible to withdraw from the Bank.

d) The contribution, on the appropriate form, shall be authorized by the unit member and continued from year to year until canceled by the unit member.

e) Cancellation, on the appropriate form, may be affected at any time, and the unit member shall not be eligible to draw from the Bank as of the effective date of the cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member affects cancellation.

f) Contributions shall be made between July 1 and October 1 of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. WEA will provide enrollment forms for the Catastrophic Leave Bank to all

new unit members and those unit members returning from leave. The District will also make the forms available at the Central Office.

g) The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave that shall be deemed to equate to the legal minimum required by Education Code Section 44043.5.

i. After June 30, 2013, an additional day of contribution will be required of participants if the number of days in the Bank falls below fifty (50) days. Catastrophic Leave Bank unit member participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the bank. If a Catastrophic Leave Bank unit member participant has no remaining sick leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Catastrophic Leave Bank, but shall contribute two (2) days at the beginning of the next school year. An additional day of contribution shall not be required of unit members more than once per school year, but may be requested by the WEA Executive Board on a voluntary basis.

ii. If the number of days in the Bank at the beginning of a school year exceeds three hundred (300), no contribution shall be required of returning unit members. Those unit members joining the Catastrophic Leave Bank for the first time and those returning from leave shall be required to contribute one day to the Bank.

h) Unit members leaving the District due to retirement or other reasons may elect to donate any or all of their accrued sick days to the Catastrophic Leave Bank.

3. Withdrawal from the Bank

a) Catastrophic Leave Bank participants whose sick leave is exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a unit member for over ten (10) consecutive duty days. If a reoccurrence or a second illness or injury incapacitates a unit member within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive days. For example, a unit member who used the Bank, after exhaustion of sick leave for twenty-five (25) days and after returning to work, suffers a heart

attack, shall be deemed to have a second catastrophic illness and may again withdraw from the Bank after five (5) consecutive days off work.

b) Unit members must use all sick leave, but not differential leave, available to them before being eligible for a withdrawal from the Bank.

c) Unit members who have exhausted sick leave, but still have differential leave available are eligible for a withdrawal from the Catastrophic Leave Bank. The District shall pay the unit member full pay and the Bank shall be charged one-half (1/2) day. Differential leave and catastrophic leave shall run concurrently.

d) The first ten (10) days of catastrophic illness or injury must be covered by the unit member's own sick leave, differential leave, or leave without pay, the first time said unit member qualifies for a withdrawal from the Bank. For subsequent withdrawals within twelve (12) consecutive months, the first five (5) duty days of illness or injury must be covered by the unit member's own sick leave, differential leave, or leave without pay.

e) If a unit member is incapacitated, applications may be submitted to the Committee by their representative.

f) Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than twenty (20) duty days, however, unit members may request extensions. A unit member's withdrawal from the bank may not exceed the statutory maximum period of twelve (12) consecutive months. Any days issued but not used by the unit member are returned to the Catastrophic Leave Bank.

g) Unit members applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's signed statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential. A unit member's withdrawal may not exceed the statutory maximum period of twelve (12) consecutive months.

h) If a unit member has drawn twenty (20) Catastrophic Leave Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the unit member's expense. The Committee shall choose only a physician who qualifies under the member's negotiated insurance policy.

Refusal to submit to the medical review will terminate the unit member's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report. The participant may appeal any termination under the procedures outlined in Section K.3.i below.

i) If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the unit member, in writing, of the reason for the denial.

j) Leave Bank withdrawals shall become effective immediately upon the exhaustion of sick leave or the waiting periods provided in Sections 2.c and 3.d, whichever is greater. For example, if

- a unit member contributed when first eligible to contribute (Section 29 2.c) and had ten (10) days of accumulated sick leave when the illness began (Section 3.d), they shall begin withdrawing upon the 11th duty day,

- otherwise eligible, the unit member had fifteen (15) days of sick leave at the beginning of the illness, they shall begin withdrawing days on the 16th duty day,

- the unit member had five (5) days of sick leave at the beginning of the illness, they shall begin withdrawing days on the 11th duty day.

k) Catastrophic Leave Bank unit member participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within thirty (30) days of denial, appeal, in writing, to the Executive Board of the Association. The Executive Board shall issue a confidential written decision within ten (10) duty days from the date of the appeal. If a unit member is incapacitated, appeals may be submitted to the committee by their representative. The decision of the Executive Board shall be final.

4. Administration

a) The Catastrophic Leave Bank committee shall have the responsibility of maintaining the records of the Catastrophic Leave

Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the unit member participants, to the Association, and to the District.

b) The committee's authority shall be limited to administration of the Bank. The committee shall review all properly submitted requests complying with the terms of this Article.

c) Applications shall be reviewed and decisions of the committee reported to the applicant, in writing, within ten (10) days of receipt of the application.

d) The committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.

e) By October 5 of each school year, representatives of the District and Committee shall meet and review the following:

i. The total number of accumulated days in the Bank on June 30th of the previous school year.

ii. The number of days contributed by unit members for the current year.

iii. The names of participating unit members.

iv. The total number of days available in the Bank.

f) By June 30th of each year, representatives of the District and Committee shall meet and review the following:

i. The names of any additional unit members who have joined in accordance with Section 2.f.

ii. The names of any unit members who have canceled participation in accordance with Section 2.e.

iii. The total number of days added to the Bank by new participants.

iv. The total number of days awarded during the year and to whom they were awarded.

v. The total number of days remaining in the Bank.

g) Any dispute between the Committee and the District as to the accounting of Catastrophic Leave Bank days shall be immediately submitted to the District's auditor for review. Costs associated with this review will be shared equally by the parties.

h) If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.

5. The terms of the Catastrophic Leave Bank contained in this section shall be reviewed and modified as necessary during the 2011-2012 school year.

Article 13: Elementary and Secondary Class Size; Secondary Course Preparations; and Homeroom

A. Class Size – Elementary

1. The District shall make every reasonable effort to have a maximum individual class size not exceeding thirty-two (32) pupils for kindergarten through sixth grades. Classes in excess of thirty-two (32) pupils shall have the personal written approval of the Superintendent or their designee, or may be adjusted to fit the special needs of team teaching and other special "within" school organizational plans with approval of all unit members involved. A copy of the written approval shall be sent to the unit members involved immediately following the act of entering each additional student.

2. Grade Span Adjustment (added per 2014-2015 TA agreement)

a) Notwithstanding Article 18.A, the parties acknowledge and agree as follows:

b) As a condition of receiving additional Grade Span Adjustment ("GSA") funding for K-3 class size reduction under the Local Control Funding Formula ("LCFF"), a district is required to make progress toward maintaining an average class enrollment of not more than 24 pupils at each school site in kindergarten and grades 1 to 3 upon full implementation of the LCFF, as such progress is defined in Education Code section 42238.02; and

c) The district intends to fully comply with the LCFF and subsequent guidelines and regulations of the California department of Education

(CDE) upon full implementation of the LCFF, as set forth in Education Code section 42238.02(d)(3)(D); and

d) Education Code section 42238.02(d)(3)(B) authorizes a district to collectively bargain an alternative annual average class size enrollment for each school site.

e) Therefore, commencing with the 2015-2016 school year and continuing thereafter, the district shall maintain an alternative annual average class size enrollment at each school site for grades K-3 of not more than twenty-six (26) to one (1).

f) In the event compliance with the foregoing agreement may result in penalties which will reduce or eliminate the additional GSA funding for K-3 class size reduction, the parties agree to promptly meet upon the request of either party to negotiate an alternative class size enrollment agreement that shall maintain full GSA funding.

B. Reasonable Effort/Elementary Level Class Size Loading

"Every reasonable effort" involves the following procedures at the elementary level:

1. The District will implement the following procedures not later than the end of the third week of the instructional year. If an individual class load increases beyond the designated class size any time after the third week, these procedures will be implemented within five (5) days:

a) Balance class loads at a grade level on site before going above the designated class size (see A.1 above). Combination classes will be raised last unless the unit member requests otherwise. Language minority students, in accordance with federal guidelines, will have first priority for bilingual classes.

b) Redirect students to sites where there is space available, and, if needed, use existing bus routes at no cost to the student.

c) If a student moves into an attendance area where the designated class size has been reached at their grade level, they shall have the option to return to their previous school or to transfer to an alternate site on a space available basis. Parents will provide the transportation.

d) Balance class levels between schools before going more than two students above the designated class size pursuant to b and c above.

e) If the above alternatives do not provide for the placement of the student within the designated class size, then the site administrator or designee will consult with the teacher to be impacted within three (3) days of the placement to determine if other options are available.

2. The District will provide to the Association the monthly enrollment updates of District, sites, and individual classroom enrollments (K-6).

3. Any site-based agreements differing from contractual limits or definitions, must be on file with copies available on-site, at the Woodland Education Association office, and the District Office with a record of the agreement signed by the Site Principal, Site Representative(s) of the Woodland Education Association and the President or Negotiating Committee Chair of the Woodland Education Association.

C. Class Size – Secondary

1. The District shall make every reasonable effort to have a maximum individual class size of not more than thirty-two (32) students per period nor more than one hundred sixty (160) students per day for unit members teaching five (5) periods.
2. There are exceptions to these class loading objectives. Scheduling and class loading objectives in these situations are as follows:

a) Physical education classes shall normally be loaded to not more than thirty-five (35) students per class. Unit members teaching a five (5) period day shall normally teach no more than one hundred seventy-five (175) students per day.

b) Music, having so many variables, has no specific class size objective.

c) Station type classes will normally limit the number of students to the number of student stations available.

D. Secondary Course Preparations

1. Unit members shall be assigned to teach a maximum of five (5) class periods per day. If a teacher volunteers to teach a sixth period, the teacher shall be compensated an additional 20% of their current salary. When there are to be more than three (3) individual course preparations, the site administrator or designee will consult with the department chairperson and the unit member(s) affected as soon as feasible to do so. Exceptions to these individual course preparations shall first be on a voluntary basis.

E. Traveling Unit Member (Except for Music Program)

1. For the purpose of extra duty assignment, faculty meetings, etc., the traveling unit member shall be responsible to the school wherein they has the greatest number of class assignments.

2. No unit member shall travel more than once during any given day.

3. Any exceptions to this section of the Agreement must be approved by the unit member and the administrator involved.

F. Homeroom Conditions

1. Instructional ability (lesson presentation) shall not be evaluated during the homeroom period. Assignments shall be made equitably to all classroom unit members. Grades, if issued, shall be pass/fail based upon attendance, tardies and behavior.

2. Assigned homeroom class size shall not exceed twenty-five (25), except in those situations where the site administrator determines that circumstances require such an assignment. In no event shall homeroom class size exceed thirty (30), except with the consent or request of the unit member. During the homeroom period, the unit member shall not be required to provide academic instruction (lessons). However, attendance shall be taken, student behavior shall be monitored and corrected where necessary, and such activities as may be directed by the administration from time to time which are non-academic in nature, such as administration of pre-prepared examinations, visits to the career center, class discussions of school issues, registration, and student activities, shall be conducted.

Article 14: Assignment, Reassignment, Transfer, Staffing a New School, Closing a School and Administrative Positions (all changes added per 2015-2016 TA agreement)

A. Definitions

1. Assignment – Assignment is the initial placement of a bargaining unit member in a specific elementary grade level or a secondary academic department(s) in the School District by the administration.

2. Reassignment – Reassignment is the placement of a bargaining unit member in a different elementary grade level or a secondary academic department(s) from that presently held within their school.

3. Transfer – Transfer is the relocation of a bargaining unit member from site to site in the District.

4. Opening (Vacancy) - A position requiring certification qualifications which is unoccupied by a unit member in the bargaining unit.

5. Seniority – The length of service of a bargaining unit member based on the first day of paid service to the District as a probationary employee pursuant to the California Education Code.

6. Impacted – An impacted employee is a credentialed unit member whose grade level or whose course is being eliminated for the subsequent year at a school with declining enrollment.

B. Reassignment

1. Voluntary

a) Any openings which are designated for the succeeding school year shall be advertised, via email notification from the administrator, for three (3) school days within the site prior to filling openings from the outside, provided that the openings occur prior to July 1.
Unit members shall be notified of any openings which occur after July 1 but prior to 20 (twenty) days of the first day of instruction of the traditional school year calendar. Openings which occur during this time period shall be advertised on a job vacancy announcement emailed to unit members and using external sources.

b) The site administrator shall consider all requests for reassignment made by unit members within the site staff using the stated criteria.

c) The criteria for voluntary reassignment shall be equitable for all and shall be based on the following:

i. Instructional needs as defined in the vacancy announcements,

ii. Appropriate credential/qualifications to perform the job as defined in the vacancy announcement,

iii. Appropriate and relevant experience to perform the job as defined in the vacancy announcement,

iv. Evaluations and job performance, and

v. Meets the needs of educational program and students.

If the unit members satisfy the above criteria equally, the unit member with the greatest seniority will be reassigned.

d) Consideration shall be given to unit members who have been teaching in the same assignment for multiple years and have requested a voluntary reassignment.

e) Should no unit member apply for a Voluntary Reassignment the site administrator may follow the voluntary transfer process (C.1) prior to an involuntary reassignment of a unit member.

2. Involuntary

a) In the event that no unit member within the school staff is selected to fill an opening based upon criteria for Voluntary Reassignment as outlined in B.1. The site administrator may make reassignments using the stated criteria.

b) The criteria for involuntary reassignment shall be equitable for all and shall be based on:

i. Instructional needs as defined in the vacancy announcements,
ii. Appropriate credential/qualifications to perform the job as defined in the vacancy announcement,

iii. Appropriate and relevant experience to perform the job as defined in the vacancy announcement, and

iv. Meets the needs of educational programs and students.
If the unit members satisfy the stated criteria equally, the unit member with the least seniority will be reassigned.

c) Involuntary reassignments usually will be made when vacancies occur due to the following:

i. Declining or increasing enrollment at the school site,

ii. Changes in program, and

iii. Reduction of categorical funding.

d) Consideration shall be given to unit members who have been teaching in the same assignment for multiple years.

3. Notice of Involuntary Reassignment

In no case may a reassignment become final without informing the unit member to be reassigned of the intent to reassign. The unit member shall be informed that a meeting will be arranged upon their request within seven (7) days after receipt of notification of intent to reassign. The purpose of this meeting is to discuss the reason and rationale for the reassignment based on the established criteria. The unit member shall have the choice of having a representative of their choosing at the meeting. A written record of the meeting will be kept by the site administrator and shall include the reason(s) and rationale for the proposed reassignment and the reason(s) and rationale of the unit member opposing the reassignment.

a) The person to be reassigned will be notified of such reassignment within five (5) working days of the decision.

b) During the period beginning with the closing of one (1) school year and the opening of the next school year, notice shall be given by certified mail sent to the summer/intersession address on file.

C. Transfer

1. Voluntary

a) When an opening develops for which no reassignment is made, the site administrator will inform the District's Assistant Superintendent, Human Resources or designee that an opening exists at the site that is available for transfer applicants as well as new hire applicants using the stated criteria.

b) Announcements of openings will be made, at a minimum, to all unit members and using external sources. Openings shall be advertised on a job vacancy announcement emailed to all unit members as soon as the Assistant Superintendent, Human Resources or designee determines that such vacancies exist. Intra-district application forms will be available online or by request. Application deadlines will extend no fewer than five (5) nor more than ten (10) days after the date of the announcement. When announcements of openings are made during the summer, the announcements will be emailed to all unit members.

i. Excluding staffing a new school (D), unit members assigned to current positions shall not be eligible to transfers later than twenty (20) days prior to the first day of instruction of the

traditional school year calendar. These openings will only be posted using external sources.

ii. New employees hired to vacant positions after the timeframe established in C.1.b.i., shall be assigned temporary status in accordance with the law. Positions staffed by such temporary employees after the school year begins shall be advertised for the following school year.

c) Those qualified permanent applicants (tenured or probationary) requesting transfer shall be interviewed.

i. Site Administrators, where the opening occurs, have the option to make a visitation to the applicant's classroom. Following are Guidelines for Classroom Visitations:

1. Visitations shall be no longer than thirty (30) minutes in duration,

2. Visitations shall be limited to one per applicant,

3. Administrator and applicant shall mutually agree to the day of the visitation and whether the visitation shall be in the a.m. or p.m. of the instructional day,

4. Applicant shall not be required to provide lesson plans, and;

5. If a visitation occurs for one applicant, all applicants shall be visited by the same site administrator.

d) The criteria for voluntary transfer applicants and outside applicants shall be equitable for all and shall be based on:

i. Instructional needs as defined in the vacancy announcement

ii. Appropriate credential/ qualifications to perform the job as defined in the vacancy announcement

iii. Appropriate and relevant experience to perform the job as defined in the vacancy announcement

iv. Evaluations and job performance

If the applicants satisfy the above criteria equally, as determined by the site administrator, the voluntary applicant with the greatest seniority shall be transferred.

e) Interviewees will be notified of the decision by the interviewing administrator.

f) If a unit member's request for voluntary transfer is denied, the unit member shall be granted, upon request, a meeting with the Assistant Superintendent, Human Resources or designee to discuss the reasons for the denial based on the established criteria. The unit member may request and still receive written reasons for the denial following said meeting.

2. Involuntary

a) At times it will be in the best interest of the District to make transfers of unit members from one school to another. Changes shall be made in accordance with the procedure below and using the stated criteria.

b) When it is necessary to transfer a unit member from one school to another school, voluntary transfers will be solicited before involuntary transfer is made. The criteria for involuntary transfer shall be equitable for all and shall be based on:

i. Instructional needs as defined in the vacancy announcement

ii. Appropriate credential/ qualifications to perform the job as defined in the vacancy announcement

iii. Appropriate and relevant experience to perform the job as defined in the vacancy announcement

If the candidates satisfy the above criteria equally, as determined by the site administrator, the candidate with the least seniority shall be transferred.

c) Involuntary transfers usually will be made when vacancies occur due to the following:

i. Declining enrollment at the school site,

ii. Changes in program

iii. Reduction of categorical funding

3. Notice of Involuntary Transfer

In no case may an involuntary transfer become final without informing the unit member to be transferred of the intent to transfer. The unit member shall be informed that a meeting will be arranged upon their request within seven (7) days after receipt of notification of intent to transfer. The purpose of this meeting is to discuss the reason and rationale for the transfer based on the established criteria. The unit member shall have the choice of having a representative of their choosing at the meeting. A written record of the meeting will be kept by the responsible administrator and shall include the reason(s) and rationale for the proposed transfer and the reason(s) and rationale of the unit member opposing the transfer.

a) The person to be transferred will be notified of such transfer within five (5) working days.

b) During the period beginning with the closing of one school year and the opening of the next school year, notice shall be given by certified mail sent to the summer address on file.

D. Staffing a New School

1. In anticipation of the staffing of a new school, a meeting shall be scheduled by the designated administrator. This meeting shall be advertised at all sites Districtwide at least seven (7) days prior to the meeting. Attendance shall not be mandatory.

2. Following such a meeting, announcements of specific opening(s) shall be made to all unit members. Openings shall be posted at designated areas at all sites. Transfer request forms will be available online or by request. Application deadlines will extend no fewer than five (5) days following the date of the announcement.

3. Transfers will be in the following priority order:

1st priority: current qualified unit member(s) requesting transfer and/ or new hires
2nd priority: involuntary transfers

4. The criteria for transfer within each level of prioritization will be:

a) Instructional needs, as defined in the vacancy announcements;

b) Staffing needs of the new school and staffing needs of other District school(s), i.e., at the K-6 level no more than ½ of the staff of a grade level may leave a site without the consent of the District; at the 7-12 level, no more than 1/3 of the grade level and no more than 1/3 of

course content staff may leave a site without the consent of the District.

c) Appropriate credential/qualifications to perform the job, as defined in the vacancy announcements;

d) Appropriate and relevant experience to perform the job, as defined in the vacancy announcements;

e) Evaluations and job performance.

f) If the applicants satisfy the above criteria equally, as determined by the site administrator, the voluntary applicant with the greatest seniority shall be transferred; if the transfer is involuntary, the unit member with the least seniority shall be transferred.

5. In no case may an involuntary transfer become final without informing the unit member to be transferred of the intent to transfer. The unit member shall be informed that a meeting will be arranged upon their request within seven (7) days after receipt of notification of intent to transfer. The purpose of this meeting is to discuss the reason and rationale for the transfer based on the established criteria. The unit member shall have the choice of having a representative of their choosing at the meeting. A written record of the meeting will be kept by the responsible administrator and shall include the reason(s) and rationale for the proposed transfer and the reason(s) and rationale of the unit member opposing the transfer.

6. If a unit member's request for voluntary transfer is denied, the unit member shall be granted, upon request, a meeting with the Assistant Superintendent, Human Resources or designee to discuss the reasons for the denial based on the established criteria. The unit member may request and still receive written reasons for the denial following said meeting.

E. Closing a School

1. When it is necessary to close a school, a meeting at the school shall be scheduled by a Human Resource Services administrator. Notice of the meeting will be posted at the school at least seven (7) calendar days prior to the meeting. Attendance shall not be mandatory.

2. Following such a meeting, staff members who will be impacted as a result of the school closure, will complete a survey, provided by Human Resource Services that will contain a list of preferences. These preferences will include, but are not limited to, a preference of grade level or subject and school site. A copy of the completed surveys will be provided to the Association.

3. Openings at other District schools will be filled with impacted unit member(s) needing placement due to a school closure prior to advertising or posting the opening for transfer requests.

4. The criteria for placement, in no particular order, will be:

   a) Staff survey preferences;

   b) Instructional needs, for each vacancy;

   c) Appropriate credential/qualifications to perform the job;

   d) Appropriate and relevant experience to perform the job.

5. The Assistant Superintendent, Human Resources or designee shall determine the appropriate placement of unit members impacted by a school closure. The Association shall receive a copy of the placements prior to unit members being notified.

6. The Association shall notify Human Resource Services of any Association concerns within seven (7) calendar days. A meeting will be arranged to discuss the reason and rationale for the placements based on the established criteria. A written record of the meeting will be kept. Unit members will be notified in writing of their final placement.

7. Once all unit members impacted by a school closure are placed, transfer procedures contained in Section C of this Article shall be in effect.

F. Administrative Positions

1. All administrative positions shall, at least, be advertised within the District. All bargaining unit members who, in the opinion of the Assistant Superintendent, Human Resources or designee, meet the required criteria of the job description of the administrative opening, will be considered.

Article 15: Unit Member Safety

A. The District will make a responsible effort to provide for each unit member's safety.

B. Suspension of Pupil by a Unit Member
(As referenced in Ed. Code Section 48910)

1. A teacher may suspend any pupil from their class for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the site administrator of the school and send the pupil to the site administrator 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. If practicable, a school counselor or a school psychologist may attend the conference. A site 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 they were suspended during the period of suspension without the concurrence of the teacher of the class and the principal.

2. A unit member may also refer a pupil, for any of the acts enumerated in section 48900, to the principal for consideration of a suspension from the school.

C. The Board shall not take any action against a unit member who uses reasonable force, as is necessary and legally appropriate, to protect themselves from attack, to protect a person from themselves, to protect another person, to prevent damage to property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a student.

D. Unit members shall immediately report, in writing, cases of assault or verbal threats of assault suffered by them in connection with their employment to their site administrator or other immediate supervisor who shall immediately report the incident to the police and file a copy of the report with the Superintendent or designee.

E. The Superintendent or designee shall comply with any reasonable request from the unit member for information relating to the incident or other person involved. If requested, the Superintendent or their designee shall act as liaison between the unit member, the police, and the courts.

F. No unit member within the scope of their employment shall be required to work in or cause students to remain in unsafe or unhealthy conditions. This includes any approved school related activities (such as field trips) which involve student contact. The unit member and their site administrator shall immediately work together to make the conditions safe.

Article 16: Elementary Time Management/Time Release

A. Elementary Time Release

The District shall provide release time of no fewer than one hundred twenty-five (125) minutes per week for each elementary FTE assigned as a teacher of record. This release time shall be provided during the work day. During weeks when instructional minutes are reduced, the amount of release time will be adjusted as fairly and equitably as possible by the administrator and staff at each site.

1. Teachers assigned as elementary release time teachers shall work approximately the same number of student contact instructional minutes as are worked by regular elementary classroom teachers. Accordingly, teachers assigned as elementary release time teachers may be assigned additional instructional duties, in their credentialed area, within the instructional day, if their release time teaching duties allow. Release time teachers shall be considered regular unit members with the same rights, privileges, and duties as other classroom unit members.

2. Release time for classroom teachers in grades 1 through 3 shall be structured without the use of a release time teacher or classified staff, and shall instead be provided either at the beginning or the conclusion of the student instructional day. To accomplish this, the time of student attendance at school which was in effect in grades TK through 3 during the 2005-06 school year shall be shortened by thirty (30) minutes, Monday, Tuesday, Thursday, and Friday. Student attendance time for Wednesdays shall remain unchanged. Release time for classroom teachers in grades 4 through 6 shall be provided during the student instructional day, either through the use of release time teachers or classified staff.

   a. The District will endeavor to provide classroom teachers in grades TK-3 with uninterrupted access to their classroom during their preparation time until the end of their contracted workday.

3. The District will endeavor to avoid pulling the release teachers for substitute duties to the extent possible.

   a. A release time teacher will be pulled not more than 3 (three) times a week to substitute.

4. School site administrators, annually in consultation with the school staff, shall evaluate the release time program for their school site.

Article 17: Work Year/Work Day

A. Work Year (see MOU dated 12/4/15 for contract language in effect for July 1, 2016 through June 30, 2018; and MOU dated 3/2/16 for application of the language to Psychologists, Speech Therapists, and Program Specialists)

The number of scheduled workdays for certificated bargaining unit members shall not exceed one hundred eighty-four (184) days, of which no more than one hundred eighty (180) will be student contact days, as set forth in the school board's adopted "school calendar".

Unit members newly appointed by the District shall not exceed one hundred eighty-six (186) work days of which no more than one hundred eighty (180) will be student contact days.

The placement of the non-student contact days for certificated unit members shall be arranged in the adopted calendar to provide for two (2) workdays prior to the opening day of school four (4) days for unit members new to the District]. Calendars containing one hundred eighty-four (184) workdays shall include two (2) additional workdays: one (1) day between semesters for middle and secondary schools, one (1) day prior to the end of the first elementary trimester for elementary schools, and one (1) day on the closing day of school for all levels.

Bargaining unit members serving as psychologists shall work one hundred ninety-seven (197) days and unit members who are serving as psychologists who are newly employed shall work one hundred ninety-nine (199) days.

Bargaining Unit Members serving as speech therapists shall serve (194) days.

Bargaining unit members serving as program specialists shall work one hundred ninety-eight (198) days.

Bargaining unit members serving as secondary counselors shall work one hundred ninety (190) days.

Bargaining unit members serving as District nurses (non-categorical) shall work one hundred ninety-four (194) days.

B. School Calendar

School recesses shall be mutually agreed to by the District and the Association and sent to the Board of Trustees for adoption. The current school year calendar is incorporated in this Agreement by reference and a copy of it shall be provided to all unit members within fifteen (15) days of its final adoption. The parties agree to collaboratively develop school calendars. If a calendar is not agreed upon by February 15th of a given year, the following shall apply: When Labor Day is on the

5th of September or later, school shall start on the last Monday in August, and when Labor Day is on the 4th of September or earlier, school shall start on the Tuesday after Labor Day.

C. Work Day

1. The District and the Association agree to maintain the required number of instructional minutes as mandated in Senate Bill 813 of 1983 as follows:

   Kindergarten, 36,000; First through Third, 50,400; Fourth through Eighth, 54,000; and Ninth through Twelfth, 64,800.

2. The parties agree that the District may unilaterally add such minutes to the instructional day of particular schools should any additional time be legally required to maintain State funding.

3. Unit members shall be present at their work sites commencing fifteen (15) minutes prior to the school's instructional day and shall remain after school fifteen (15) minutes after the end of the student day. Exceptions include, but shall not be limited to the following: SST's, IEP/504 (meetings), consensually prescheduled meetings, and situations of an emergency nature involving student or District welfare and/or safety. Unit members will be compensated according to the Extra Duty Pay calculation in Article 9.E for attending IEP/504 meetings that continue more than ninety (90) minutes after the end of the regularly scheduled workday. Compensation will be paid in fifteen (15) minute increments for time beyond ninety (90) minutes.

4. Wednesdays, effective 2011-2012, shall be a shortened instructional day for students for the purpose of staff meetings, professional development, meetings with parents, collaboration with other faculty, and preparation for unit member's own assignment or other professional duties. The end of the workday on Wednesdays shall be consistent with the end of the regular workday, as established in item #14 below. Additionally, a maximum of one (1) hour per month beyond the end of the regularly established workday may be scheduled for staff development on Wednesday, whenever possible. No Wednesday shall be extended more than one (1) hour beyond the regularly scheduled workday.

5. A non-student contact workday shall be defined to be the same times and length as a regular school day, with exceptions to be determined at each site upon the verification of all completed assigned professional duties.

6. Part-time unit members will be expected to spend a proportionate time for additional duties and responsibilities equivalent to their percentage assignment.

7. Every unit member shall be entitled to one (1) duty-free, uninterrupted lunch period of thirty (30) minutes.

8. Professional responsibilities found in the District-adopted certificated job description shall be required of all unit members.

9. On days when unit members are required to return to an evening meeting, Open House, Back-to-School Night or similar event, unit members shall be permitted to leave school at the end of the instructional day when their assigned professional duties are completed.

10. Unit members will remain on site through the regular workday as established above with the exception of the four (4) negotiated teacher minimum days on the annual calendar. Unit members may leave the school site during the regular work day with prior approval of the site administrator or designee or to conduct school related business with notification of the site administrator or designee.

11. For substitute work during prep period, unit members can accumulate comp-time in lieu of being paid. Five periods of comp time equals one (1) full day. Comp time may be used in increments of less than a full day with approval of the site administration. No more than two (2) comp days can be accumulated, and they must be used within the school year. Extension of this deadline must be approved by the Assistant Superintendent, Human Resources or designee. Unused comp-time will be paid in accordance with the Extra Duty Pay calculation in Article 9.E of the Collective Bargaining Agreement. For the 2022-2023 School Year only, unused comp time will be paid as stated in the Tentative Agreement dated June 2, 2022.

12. Beginning with the 2006-07 school year, annual student instructional minutes shall not exceed 65,350 minutes.

13. All staff members at Woodland High School and Pioneer High School will give a comprehensive final and will remain on campus for the regular work day during finals week for the purpose of grading finals, except as provided in #10 above.

14. Regular work day for a full-time position is defined as fifteen minutes before the start of the school site instructional day and fifteen minutes after the end of the school site instructional day that is used for the majority of school days during the school year.

D. Adjunct Duties

1. Adjunct Duties are identified as activities that occur outside the established work day described in Article 17 Section C and meet the following criteria:

   a) Involve sporting events

   b) Involve leadership or committee work (District or Site)

   c) Involve co-curricular activities (i.e. math night)

   d) Involve extra-curricular activities (i.e. clubs, dances and fairs.)

2. Activities for which a unit member receives compensation, either through pay or compensating time off, are not considered adjunct duties.

3. Unit members will be available to serve up to fifteen (15) hours of adjunct duties per contract year. The site administrator will facilitate the assignment of adjunct duties as equitably as possible, after providing an opportunity for unit members to sign up for specific adjunct duties. Less than full time unit members will be available to serve a pro-rated number of hours.

4. The process of establishing adjunct duty assignments will normally be completed within the first fifteen (15) work days of the school year. WEA shall receive a list of adjunct duties assigned at each school site.

5. Unit members may volunteer for additional adjunct duties at their discretion. Unit members may be compensated for additional voluntary adjunct duties at the hourly rate associated with Column II, Step 6 (as determined by the formula: annual salary identified in Column II-Step 6/contracted work days/7) with prior approval of the immediate supervisor.

6. Unit members required to perform adjunct duty hours beyond fifteen (15) hours shall be compensated with equal compensatory time off or pay at the rate described in Article 9 Section D.

7. The site administrator shall assign fewer adjunct duty hours to special education teachers, and to unit members participating in induction or internship programs.

8. Professional responsibilities (i.e. Open House, Back to School Night, parent conferences, IEP/SST/504 meetings) are not adjunct duties and are described in the CBA.

9. The District and the Association recognize the benefit of unit member involvement in student activities outside the classroom and will actively promote such involvement.

Article 18: Evaluation

A. General Provisions

This provision establishes a procedure for the systematic appraisal of employees' work performance. The purpose of this article is to improve the instructional process and to develop the highest professional competence of each employee. This article will be used in conjunction with the Peer Assistance and Review Program Article 19 of this contract. All formal evaluations shall be based on the California Standards for the Teaching Profession (CSTP)/District standards for other positions. The District shall provide a copy of the Performance Evaluation Manual (PEM) to each Unit Member.

If a Unit Member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the second semester of the first year of return to duty.

As part of professional development Unit Members scheduled for evaluation will develop goals and objectives, submitting them to the Evaluator prior to the end of the 40th day of instruction. The Unit Member and Evaluator shall meet to discuss progress made towards meeting the goals and objectives prior to the end of the school year.

The evaluation of the Unit Member shall be the responsibility of the supervising site/program administrator or designee. In the event there is a change in the administrative position during the course of the school year, the new administrator shall complete the evaluation process, in accordance with established timelines.

Unit members assigned to the Department of Pupil Personnel Services (PPS) shall have one (1) evaluator.

During the Goal Setting Conference, newly hired non PPS unit members (effective 2009-2010), and permanent non PPS unit members (effective 2010-2011) working at more than one location, may choose to either

1. be formally evaluated by a supervisor at each location; or

2. have one of their supervisors assigned by the Assistant Superintendent, Human Resources or designee as the main evaluator. The main evaluator shall use documentation from observations and conferences of the other

site supervisors in completing the Summary Evaluation Report. Copies of this documentation shall be provided to the unit members.

B. Evaluation Criteria

1. The goals and objectives for evaluation and implementation of this article shall be based on the California Standards for the Teaching Profession (CSTP)/District standards for other positions and the State's Content and Performance Standards.

2. The parties agree to use mutually developed and approved evaluation instruments for counselors, psychologists, nurses, speech therapists and program specialists.

C. Evaluation Cycles

1. For purposes of this section, a year of employment shall count if the Unit Member was employed for at least 50% of the days required in the Unit Member work year. Fractions of a work year of less than 50% may be added together to achieve a full work year. The ten (10) years of employment need not be continuous.

   Evaluation Criteria shall be conducted according to the following schedule:

   a) Probationary and temporary Unit Members shall be evaluated each school year.

   b) Permanent Unit Members shall be evaluated every other year unless:

      i. Unit Member receives an unsatisfactory Summary Evaluation Report (section D.5.c); or

      ii. Unit Member has qualified for and is participating in a five-year cycle (section C.2. and C.3).

2. Unit Members with permanent status who have been employed at least 10 years with the school district, are highly qualified, as defined in 20 U.S.C. Sec. 7801 (ESEA), and whose previous evaluation rated the employee as meeting or exceeding standards, shall be evaluated every five (5) years if the Unit Member and evaluator consent to this schedule.

3. Unit Members who are not eligible to be highly qualified under NCLB, but who meet all other provisions contained in C.2. above, shall be eligible for the evaluation provisions in this section if they meet the following criteria:

i. Have a completed Bachelor's Degree; and

ii. Hold an appropriate California Credential for their teaching assignments; and

iii. Have demonstrated their subject matter competencies in one of the following ways:

- Have passed a CCTC approved subject matter exam; or
- Have completed a CCTC approved subject matter program in the subject they teach; or
- Have an undergraduate major in the subject they teach; or
- Have an undergraduate equivalent in the subject they teach (32 non-remedial semester units); or
- Have a graduate degree in the subject they teach.

OR

iv. Have completed certification requirements for their non-teaching assignments.

4. A unit member may submit a written request to be placed on a five-year cycle to the evaluator during the Summary Evaluation Conference or Goal Setting/Review Conference. The evaluator will provide a written response within five (5) days of the request. In the event this request is denied, the response will include an explanation. This written document shall not be placed in the personnel file.

5. Once placed on the five-year cycle, should the evaluator choose to withdraw consent, written notice and identifiable cause related to individual performance shall be provided to the Unit Member in a timely manner. This written document will not be part of the personnel file.

D. Formal Evaluation

1. Goal Setting and Submission of Objectives: Unit Members scheduled for evaluation shall develop program objectives and submit them to the evaluator prior to the end of the 40th day of instruction. The Unit Member and evaluator shall meet to discuss the overall evaluation procedure and mutually agree upon the objectives as necessary. The Unit Member and evaluator shall meet and assess progress on goals no later than twenty-one (21) work days prior to the end of the school year for permanent employees.

2. Probationary and Temporary Unit Members: The parties recognize that probationary and temporary Unit Members may require additional assistance during their probationary periods. The parties intend that

assistance to be ongoing and every effort will be made by the District to ensure their success.

a) Probationary and Temporary Employees shall be formally observed at least twice, but not more than four (4) times, per school year.

b) The site administrator shall meet with probationary and temporary teachers within thirty (30) days of the first day of paid service to advise Unit Member of the District's performance expectations pursuant to this article.

3. Observation: The evaluator shall formally observe each Unit Member being evaluated once during each evaluation year. Permanent unit members may be scheduled for a second formal observation at the discretion of the evaluator or the request of the Unit Member. Each formal observation shall include a pre-observation conference, observation and post observation conference meetings, each held on separate days. Each formal observation is to be at least thirty (30) minutes long and the evaluator's report reduced to writing on the prescribed District form (see Performance Evaluation Manual). The first formal observation must occur prior to the 60th day of instruction.

a) A pre-observation conference will be held within ten (10) days of the formal observation to determine the parameters of the observation and to mutually establish the observation date and time, using the Pre-observation Conference Form (see Performance Evaluation Manual).

b) Within five (5) days following the formal observation, the evaluator shall discuss the observation with the Unit Member in a scheduled post conference. Within ten (10) working days following the scheduled post conference, the Unit Member shall receive a written Formal Classroom Observation report (see Performance Evaluation Manual). The Unit Member shall be given an opportunity to attach any comments that the Unit Member may wish to present.

c) Unit Member signs the Formal Classroom Observation Form; however, such signature indicates only that the report has been discussed and does not indicate agreement with the evaluator.

d) The evaluator shall make specific written recommendations regarding any identified deficiencies or to address areas of concern on the Formal Classroom Observation Form (see Performance Evaluation Manual) as part of a work improvement plan.

i. Assistance for Unit Member shall be provided as needed and shall include a review and analysis of student performance data as part of the Work Improvement Plan (WIP) and as mutually determined between the evaluator and Unit Member. Participation in assistance activities related to the classroom or pupil related matters shall be voluntary on the part of the Unit Member at any time other than those scheduled during the regular workday.

4. Professional Educator Summary: Each Unit Member participating in the formal evaluation procedures shall complete and give to the evaluator a summary of the activities completed during the school year that meet the Standard for Developing as a Professional Educator of the certificated evaluation rubric. The evaluator shall use this information as a basis for the Summary Evaluation Report.

5. The Summary Evaluation Report shall be completed and given to Unit Members:

- by March 1 for all Probationary and Temporary Unit Members;
- Twenty-one (21) work days prior to the end of the school year for Permanent Unit Members

a) The Summary Evaluation Report shall be based on the observations and conferences held with the Unit Member throughout the evaluation process using the components of the California Standards for the Teaching Profession (CSTP)/District standards for other positions and the District's Content and Performance Standards.

b) Satisfactory Performance is determined by meeting the professional standards of competence on 75% or more of the evaluation standards for any given position. The District will use the Formative Assessment of California Teachers (FACT) to establish performance ratings used in the Summary Evaluation Report. The Standard for Developing as a Professional Educator shall not be included in determining Satisfactory Performance.

c) Unsatisfactory Performance is determined by not meeting the criteria of (b) above. In the event of an unsatisfactory summary evaluation, the Unit Member may request an alternate administrative evaluator who shall be mutually agreed upon by the Association and the Assistant Superintendent, Human Resources. Unit Member shall be evaluated annually until the Unit Member achieves Satisfactory Performance as defined above. A Unit Member receiving two consecutive unsatisfactory Summary Evaluations shall be referred to the PAR Program as per Article 19.

d) The Unit Member and evaluator shall discuss the written Summary Evaluation Report within five (5) days of its receipt by the Unit Member. The Unit Member shall be given the opportunity to attach any comments the Unit Member may wish to prepare. Written comments shall be submitted within fifteen (15) days of the discussion.

e) Each Unit Member shall sign the Summary Evaluation Report. Such signature indicates the evaluation has been discussed with the Unit Member and does not necessarily constitute agreement with the evaluation

f) The Summary Evaluation Report and Unit Member comments shall be placed in the Unit Member's personnel file.

E. Alternative Evaluations

1. Unit Member and the evaluator may mutually agree on an Alternative Evaluation program in lieu of a Formal Evaluation, if

   a) the Unit Member has received "satisfactory" or better evaluations on the two Summary Evaluation Reports subsequent to having earned permanent status within the Woodland Joint Unified School District;

   b) the Unit Member is participating in the five-year cycle in accordance with section C.2. or C.3, above;

2. If the Evaluator and Unit Member cannot agree on an Alternative Evaluation, a Formal Evaluation shall occur.

3. The purpose of the alternative evaluation is for professional growth and continued learning for the Unit Member designed on one or more activities which relate to the California Standards for the Teaching Profession (CSTP)/District standards for other positions:

   a) Activities may include but shall not be limited to the ideas included in section F and shall be mutually determined by the Evaluator and the Unit Member.

   b) The Unit Member and the evaluator shall meet and agree on the activities for the Alternative Evaluation prior to the 60th day of instruction.

   c) The Unit Member and the evaluator will meet mid-year to discuss progress in the completion of activities.

d) The Unit Member will complete the Alternative Evaluation activities and give the evaluator a summary of activities not less than forty (40) work days prior to the end of the school year.

e) The Summary Evaluation Report Alternative Evaluation shall be completed and given to the Unit Member thirty (30) work days prior to the end of the school year.

4. Incomplete Alternative Evaluations will result in the Unit Member participating in the Formal Evaluation process for the subsequent school year.

F. Activities for Alternative Evaluations

1. Self

a) Attend workshop(s) or conference(s) related to area in annual goals and prepare a follow-up activity to implement in classroom.

b) Prepare and analyze a portfolio of student work based upon the California Standards for the Teaching Profession (CSTP).

c) Analyze a videotape of a lesson based upon the CSTP.

d) Analyze a week's unit design for content and appropriate instructional strategies and management.

e) Maintain a professional journal.

f) Develop and implement innovative lessons and units based upon district's content and performance standards and the CSTP.

g) Conduct action research.

h) Publish research findings.

2. School Wide Studies

a) Create instruments to survey practices, trends and needs in local, regional and statewide education.

b) Develop a plan to improve school wide communications systems with parents/stakeholders, which invites their feedback.

3. Colleagues

a) Share learning gained at workshops, conferences and/or courses.

b) Consult with colleagues on curricula development and/or instructional strategies related to a specific sub-group within the school.

c) Collaboratively analyze and discuss student work portfolios for your grade level, i.e., "Results."

d) Provide professional development for colleagues, i.e., demonstration lessons, focused workshop based upon instructional and content expertise.

Article 19: Peer Assistance and Review

A. Program Components

1. There shall be a Peer Assistance and Review (PAR) Program (hereafter referred to as the "Program") for all unit members. The purpose of this Program is to provide assistance and assure quality unit members.

2. The Program shall have three distinct components:

a) The Participants:

i. Voluntary Unit Member Peer Assistance Program

ii. Mandatory Unit Member Peer Assistance Program

b) The Panel;

c) The Consulting Teachers.

B. Voluntary Unit Member Peer Assistance Program

1. A unit member may request support from the peer assistance program at any time. Voluntary Participants will be served in the PAR based on the availability of Consulting Teachers and availability of funds to serve that member.

2. The Consulting Teacher and the unit member will meet to determine the volunteer unit member's need and jointly develop an Assistance Plan. This

plan will draw from the course of assistance that is available through the PAR Program.

3. The Consulting Teacher will provide oral and, if requested, written feedback documentation to the volunteer unit member. Communication between a voluntary participant and their consultant concerning participation in the Program shall remain confidential.

4. When a teacher is accepted into the PAR Program as a volunteer, documentation will not be placed in the personnel file only so long as participation continues to be on a voluntary basis.

5. The volunteer unit member may terminate their participation in the Program at any time.

C. Mandatory Permanent Unit Member Peer Assistance Program

1. The purpose of this Program is to provide assistance and renew quality teaching and performance to permanent unit members whose performance has been evaluated as "unsatisfactory" by the principal or designated evaluator in only the areas of subject matter knowledge, teaching strategies, teaching methods and instruction as outlined by the California Standards for the Teaching Profession or job performance based upon the job description as provided in Article 18 (Evaluation) of this Agreement through peer consultants. An unsatisfactory evaluation shall be a "1" rating on any two (2) or more of the California Standards for the Teaching Profession, 1 through 5.

Year 1:

- If the Final Summary Evaluation is unsatisfactory, then a Work Improvement Plan is created for implementation the following school year. The unit member may request support from the Peer Assistance Program.

Year 2:

- A Work Improvement Plan is in progress.
- If the Final Summary Evaluation is unsatisfactory, then a mandatory PAR referral occurs for the following school year.

Year 3:

- Mandatory PAR participation.

2. At any point following the first unsatisfactory Written Summary Evaluation Report, a unit member may exercise their option to request voluntary PAR participation. Upon receipt of the second consecutive annual unsatisfactory written evaluation report, placement in the Program shall be mandatory at the beginning of the subsequent school year.

3. Assistance provided by the Consulting Teacher shall focus on the specific areas recommended for improvement by the participating unit member's evaluator based upon the unsatisfactory rating or ratings in the performance evaluation that resulted in their referral to the PAR Program.

4. Assistance and remedial efforts and activities shall be intense and multi-faceted, and shall be preceded by a conference. The conference shall involve the referred unit member, the evaluator, and the Consulting Teacher to review the evaluation, in anticipation of the development of an Assistance Plan as specified above. If the unit member so desires, the Association shall provide representation at this meeting.

5. The assistance shall be provided by Consulting Teachers under this Article and shall closely be monitored by the PAR Panel.

6. The course of assistance shall support the goals and outcomes in the Assistance Plan and will include:

   a) Opportunities for at least ten classroom observations by the Consulting Teacher;

   b) Assistance specific to the area(s) of teaching which have been evaluated to be "unsatisfactory;"

   c) Opportunities for the unit member receiving assistance to observe exemplary practice, either by the Consulting Teacher or other exemplary unit members;

   d) Panel/District provided professional development opportunities; and

   e) Other forms of assistance which the Consulting Teacher and the Panel may provide (for example conference attendance, often in the company of the Consulting Teacher, to facilitate reflection on how this experience fits into the Assistance Plan).

7. The parties understand that every possible subject matter competency may not be available within the corps of Consulting Teachers and, therefore, it shall occasionally be necessary to secure additional assistance to fully

address identified deficiencies. In such cases, the Consulting Teacher shall maintain prime responsibility for the Assistance Plan.

8. Communication and consultation between the evaluatee and principal/evaluator shall be ongoing.

9. Nothing in this Article precludes the principal/evaluator or District from doing informal observations nor from notifying the unit member verbally and/or in writing regarding incidents or events related to the unit member's fulfillment of their professional obligations.

10. Written peer review reports will be submitted to the Panel by the Consulting Teachers at least every nine weeks. The teacher will share all written and verbal reports during the conference with the unit member prior to submission to the Panel. A copy of the written reports will be provided to the principal/evaluator.

11. The Consulting Teacher shall submit an oral and written final report regarding the unit member's participation in PAR to the Panel no later than March 1. This report shall describe the measures of assistance provided to the unit member and describe the results of the assistance in the area or areas recommended for improvement. The final report shall become a part of the unit member's personnel file. The unit member shall have the opportunity to attach their comments.

12. The unit member and principal/evaluator may be present for the consultant's presentation and will be given an opportunity to respond to the report.

13. The Panel shall deliberate whether

    a) the unit member has completed the goals and outcomes in the Assistance Plan, and/or

    b) the assistance should be extended to a second year because progress is being made even though the unit member may not have returned to a "proficient" level of performance as determined by the principal/evaluator.

14. The deliberations of the Panel shall be closed and confidential. Panel decisions shall be based on the information provided by the consultant, the principal/evaluator, and the unit member or their Association representative.

15. Neither the unit member, Consulting Teacher, nor principal/evaluator may be present during deliberations of the Panel, which are confidential. The

Panel may request additional information from any unit member, Consulting Teacher or principal/evaluator involved in the Program.

16. The decision of the Panel shall be reported to the unit member, the consultant, the principal/evaluator, and the Association representative, prior to it being forwarded to the Board of Trustees.

17. The Panel shall report its findings to the Board of Trustees.

D. Unit Member Due Process

1. The unit member shall be entitled to review all reports generated by the peer Consulting Teacher prior to their submission to the Panel and to have affixed thereto their comments. To secure this right, the peer consultant shall provide the unit member being reviewed with copies of such reports at least five working days prior to any such Panel meeting.

2. The unit member shall have a right to be represented by the Association in any meetings of the Panel to which they are called, and shall be given a reasonable opportunity to present their point of view concerning any report being made.

3. The unit member shall have the right to timely progress reports.

4. The unit member shall have the right to present reasons why a specific Consulting Teacher should be replaced and another Consulting Teacher substituted and to have those reasons considered.

5. A unit member shall not have access to the grievance process to challenge the content of reports, or decisions by the Panel, but may file responses, which shall become part of the official record of the Assistance Plan.

6. This Program in no manner diminishes the legal and contractual rights of bargaining unit members.

7. This program shall not deal with unit member's employment issues, which arise from accusations of gross neglect of duty or misconduct, which are distinct from unit member's evaluation in relationship to the California Standards for the Teaching Profession and Article 18 (Evaluation) of this Contractual Agreement.

E. Peer Assistance and Review Panel

1. The Program shall be governed by the seven (7) member PAR Panel composed of three District members and one alternate selected by the

District and four Association members and one alternate, who are classroom teachers, selected by the Association. Decisions shall be made by consensus where possible. Should a vote be required, action must be taken on an affirmative vote of at least a majority of the members.

2. The PAR Panel shall be responsible for:

a) Establishing its own rules and procedures.

b) Selecting its own chairperson.

c) Providing annual training for PAR Panel members.

d) Establishing a procedure for application and selection of peer consultants.

e) Selecting peer consultants.

f) Arranging appropriate training for Consulting Teachers.

g) Accepting referrals for unit member peer assistance from principals or designated evaluators.

h) Accepting (or rejecting) voluntary requests for assistance from individual unit members. Rejection is based solely on a lack of sufficient funds or a lack of available consulting teachers to serve additional requests for services.

i) Any decisions about eligibility for the Program.

j) Sending written notification of participation in the PAR Program to the participating teacher, Consulting Teacher, and the principal or designated evaluator.

k) Meeting at least six (6) times annually to review the work of the Consulting Teachers with their caseloads. There will be an annual stipend of $500 for each participating member of the PAR Panel.

l) Monitoring the work of Consulting Teachers and their documentation.

m) Reviewing peer review reports prepared by Consulting Teachers.

n) Monitoring the progress of permanent teacher peer assistance, including making reports to the Board of Trustees regarding the

number of voluntary and mandatory PAR Program participants and the number of participants recommended for a second year of mandatory PAR. All reports pursuant to this provision shall be made to the Board not later than May 15 of the school year in which the PAR Program was utilized to assist a teacher.

o) Recommending a budget for the Program, subject to Board approval.

p) Annually evaluating the impact of the Program in order to improve its effectiveness. The Program evaluation shall be presented to the Board of Trustees and the Association for possible revision through the bargaining process.

3. A Panel member shall neither participate in discussion nor vote on any matter in which they have a personal conflict of interest.

F. Consulting Teachers

1. The number of Consulting Teachers shall be determined by the number of eligible participants in the PAR Program and funding available for the Program.

2. Consulting Teachers are subject to annual evaluation by the Panel. The documentation of such evaluation shall not be made part of the Consulting Teacher's personnel file, except upon the written request of the individual Consulting Teacher.

3. The PAR Panel must select Consulting Teachers, and they are assigned by the Panel to assist another unit member who is in need of development of subject matter knowledge, teaching strategies, teaching methodology or instruction as supported by the California Standards for the Teaching Profession.

4. In order to be selected as a Consulting Teacher, a unit member must possess the following requisite minimum qualifications:

a) A credentialed teacher with permanent status;

b) Minimum of five (5) years recent classroom teaching experience; a credentialed teacher with permanent status;

c) Demonstrated exemplary teaching ability as provided by Education Code Section 44500 and reflected in the applicant's performance evaluations; and

d) Demonstrated positive personal relations, collaboration, and peer mentoring skills.

5. Consulting Teachers shall be selected in the following manner:

a) Candidates must file an application with the Panel.

b) Panel members may observe candidates for peer consultant performing in their classrooms prior to the selection. Observations will be arranged with the site administrators and the candidate;

c) The Panel may establish additional procedures for selecting peer Consulting Teacher which shall be made known in advance to all candidates; and

d) Selection of a Consulting Teacher shall be by an affirmative vote of the five (5) Panel members.

6. Consulting Teachers shall have responsibility for no more than two (2) unit members, each of whom shall receive a minimum of twenty-five (25) hours of assistance per semester.

7. Unit members participating in the PAR Program may request their Consulting Teacher from the list of available Consulting Teachers provided by the PAR Panel. The PAR Panel in consultation with the Consulting Teacher shall make the final decision.

a) If an unworkable situation should occur between a participating unit member and a Consulting Teacher, the unit member shall be allowed one (1) change of assignment.

i. The participating unit member must notify the Consulting Teacher both verbally and with written notice of the desire to change after the third meeting of consultation and before the next scheduled meeting.

ii. The participating unit member will notify the Panel of the desire to change after the third meeting of consultation and before the next scheduled meeting with the Consulting Teacher.

iii. The Panel within ten (10) working days will appoint a new Consulting Teacher.

8. The Consulting Teacher and participating unit member shall prepare an Assistance Plan, aligned to the teacher's Work Improvement Plan, which outlines the assistance to be provided as well as timelines.

9. Unit members who function as a Consulting Teacher shall receive a stipend.

G. Governing Board Review of Recommendations by Panel

1. Nothing herein shall preclude the Board from examining information, which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.

H. Miscellaneous Provisions

1. Expenditures for the Program shall not exceed revenues allotted for the PAR Program.

2. Funds shall be set aside to allow for release days and/or conferences as developmental tools for unit members and Consulting Teachers assigned to the Program.

3. It is the intent of the District and the Association that this Article remains in effect for as long as specific funding for the California Peer Assistance and Review Program for Teachers is available. The District shall notify the Association in writing that the PAR Program has lost funding.

4. The District and the Association agree that this Article shall be reopened if either the Education Code Sections 44500, et seq., or the State's implementation guidelines or regulations are modified in any manner that adversely impacts a term of the Article. The parties further agree that this Article may be reopened at any time by mutual agreement.

I. Retention of Education Code Rights

1. Nothing herein shall modify or in any manner affect the rights of the Governing Board/District or teacher under provisions of the Education Code relating to employment, classification, retention, or non-reelection of certificated staff.

2. Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education code Section 44938.

J. Hold Harmless

1. The District shall hold harmless the members of the PAR Panel and the peer consultants for liability arising out of their participation in this Program as provided by Education Code Section 44503. All legal costs for the above will be borne by the District as provided by Education Code Section 44503.

K. Confidentiality

1. All proceedings and materials related to the administration of this program shall be strictly confidential. Therefore, Panel members and Consulting Teachers may disclose such information only as necessary to administer the Program. If it is determined that a Consulting Teacher has breached confidentiality, the matter can be referred to the Review Panel and the Panel may include this matter as part of its annual evaluation of the Consulting Teacher.

L. Records

1. Documents and writings relating to an employee's participation in the PAR Program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code Sections 6250, et seq.) as provided by law.

M. Non-management/Supervisory Status

1. Functions performed by unit member Panel members and/or Consulting Teachers pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) or Section 3540.1 of the Government Code.

N. Association Representation

1. A participating unit member has the right to be represented throughout these procedures by the Association representative of their choice.

Article 20: Personnel Files

A. General Provisions

1. The contents of all personnel files shall be kept in strictest confidence.

2. There shall be a single personnel file consisting of two (2) folders for each unit member.

   a) A red folder shall secure confidential information, which is accessible to Human Resources staff, the unit member and by court order.

   b) A second folder shall contain routine personnel documents, such as evaluations, professional growth and fiscal information.

B. Location

1. Personnel files shall be kept in the central administrative office of the District.

C. Access and Handling of Personnel Files

1. Access to a unit member's personnel file shall be limited on a "need to know" basis.

2. Access authorization must be obtained from the Superintendent or designee.

3. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and obtain copies of the materials from the unit member's file.

   a) The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made.

   b) The log shall be available for examination by the unit member or their authorized Association representative.

D. Unit Members' Rights

1. Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the unit member involved upon request.

2. Each unit member shall have the right to inspect such materials and copy such materials upon request, provided that the inspection is made at a time when such person is not actually required to render services to the District.

E. File Content and Procedures for Placing Material in File

1. Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved.

2. Materials of a negative or derogatory nature shall not be placed in a personnel file unless and until the unit member is given notice and an opportunity to review it and attach their comments thereto. Such review may occur, upon the unit member's request, during the unit member's workday, without salary reduction.

3. Any person who drafts, receives, or places materials in a unit member's personnel file shall sign and date the material.

4. A unit member has the right to request the Superintendent or designee place appropriate material of a positive nature in their personnel file.

Article 21: Personnel Action

A. Purpose

The purpose of this article is to provide a sequence of corrective and remedial steps as a means of sanctioning a unit member as an alternative to termination of employment. It is the intent of the parties that the due process rights of unit members shall be strictly adhered to in the course of this article's use. It is furthermore agreed that an open, respectful and fair approach by both parties in implementing this article shall be the standard. Under the provisions of this article, the unit member shall not be disciplined without just cause and the application of the principles of progressive discipline.

B. Definitions

1. "Insubordination," for purposes of Article 21, E. Step 3 (c), shall mean a refusal to obey reasonable direction by the supervisor or defiant conduct toward a supervisor. It shall not mean a neglectful failure to follow a direction by the supervisor.

2. "Gross misconduct," for purposes of Article 21, E. Step 3 (c), shall mean the kind of conduct which a reasonable person would know to be improper.

C. Guidelines

1. The unit member shall be adequately informed of the consequences of their conduct by the District.

2. Unit members subject to personnel action under this article may request to meet with any person whose testimony and/or accusations could result in the imposition of actions listed in Section E below. If such a request is made, the District shall attempt to arrange such a meeting.

   a) If the complainant refuses to meet the unit member, they must submit a signed statement containing allegations.

   b) If the complainant is indispensable to proving the accusation before the arbitrator and will not agree to appear at the hearing, the Superintendent shall not suspend the unit member.

3. Every effort shall be made by all parties in implementation of this article to maintain the highest level of confidentiality.

D. Causes for Personnel Actions

Under the provisions of this article, the unit member shall not be disciplined for infractions other than those listed below:

1. Violation of District Board Policy or Administrative Regulation.

2. Abusive behavior toward students, fellow-unit members, or the public while performing job-related duties.

3. Failure to perform a contractual obligation.

4. Failure to follow reasonable administrative directive which falls within the unit member's job description.

5. Misconduct as defined in E. Step 3 (c), below. It is understood that any causes stated above may be subsumed under the causes for dismissal as set forth in the California Education Code and that nothing stated herein shall have any controlling effect in the event a dismissal action is initiated under the provisions of the Education Code.

E. Personnel Actions

Except as provided in E. Step 3 (c) below, in order to invoke this article, the following steps of progressive discipline shall be followed:

STEP 1 – Oral Warning and Written Confirmation

a) An oral warning and written confirmation shall be given to a unit member on the occasion of an infraction as defined in Section D above.

b) Any such oral warning shall be based on conduct investigated by the supervisor or their designee producing reliable evidence.

c) A conference shall be held prior to taking action to attempt to resolve and remediate the alleged misconduct. This meeting shall include an Association representative upon request of the unit member.

d) A copy of each written confirmation shall be given to the Association.

STEP 2 – Written Reprimand

a) A written reprimand shall be given to a unit member on the occasions of the second infraction of a similar nature or of the same kind, within twelve (12) months of the first infraction for which personnel action was taken as defined in Step 1 above.

b) Any such written reprimand shall be based upon conduct investigated by the supervisor or their designee producing reliable evidence.

c) A conference shall be held prior to taking the action to attempt to resolve and remediate the alleged misconduct.

d) A copy of such reprimand shall be given to the Association and placed by the District in the unit member's personnel file.

STEP 3 – Suspension Without Pay

a) Except as provided in "c" below, a suspension without pay shall be ordered only after the unit member has been given an oral warning with written confirmation and a written reprimand upon the occasion of an infraction similar or of the same kind, within twelve (12) months of a written reprimand for which personnel action was taken as defined in Step 2 above.

b) Any such suspension shall be based upon conduct investigated by the supervisor or their designee producing reliable evidence.

c) Procedures, timelines, notices, and conferences as defined in Steps 1 and 2 above, may be waived by the District in circumstances where the conduct investigated by the supervisor or their designee has produced reliable evidence upon which the District believes that the unit member's conduct may constitute a hazard or clear possibility of a hazard to student(s), other unit member(s), or property, or involve dishonest, insubordinate (see Article 21, B.1) or gross misconduct (see Article 21, B.2.). However, in such circumstances the requirements of specificity of charges and the opportunity to appeal the order of suspension shall not be waived.

F. Notice Required Prior to Imposition of Suspension

At least ten (10) days prior to issuing any order of suspension, the Superintendent or Assistant Superintendent, Human Resources or designee shall provide written notice to the unit member containing the following:

1. A statement of the length of the suspension being proposed;

2. A statement of the specific reasons for the suspension;

3. A copy of any and all documents and other materials upon which the charges are based;

4. A statement inviting the unit member to respond within a ten (10) day period regarding the proposed suspension either orally or in writing to the Superintendent or Assistant Superintendent, Human Resources or designee. The Superintendent or Assistant Superintendent, Human Resources or designee shall consider the response, if any, in determining whether to initiate suspension.

G. Notice required On Imposition of Suspension

In all cases involving a suspension, the Superintendent or Assistant Superintendent, Human Resources or designee must file a written order of suspension. A copy of the order shall be served on the unit member either personally or by registered or certified mail, return receipt requested, to the last home address provided by the unit member to the District's Human Resource Division. The order shall include:

1. A statement of the length of the suspension;

2. The effective date of the action;

3. A statement in ordinary and concise language of the specific acts or omissions upon which the suspension is based; and

4. A statement advising the unit member of their right to appeal the action and the manner and time within which said appeal must be taken.

H. Appeals

1. The unit member may, within ten (10) days after receiving the order of suspension, appeal the order by requesting that the Association seek arbitration on the matter before an arbitrator mutually selected from a list provided by the American Arbitration Association. The unit member's appeal shall not stay the suspension.

2. If the Association, on behalf of the unit member against whom an order of suspension has been filed, fails to file a written notice of appeal in the office of the Superintendent within eleven (11) days after the unit member received the order of suspension, unless mutually extended, the unit member shall be deemed to have waived their right to appeal and the suspension shall become final.

I. Conduct of Hearing and Finality

1. The hearing shall be held at the earliest administratively convenient date, taking into consideration the established schedule of the arbitrator and the availability of counsel and witnesses. The unit member shall be entitled to appear personally, produce evidence and have counsel and a public hearing. The District may also be represented by counsel. The arbitrator shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the arbitrator. All questions relating to definitions, procedural matters and compliance with requirements contained in this article shall be resolved through the appeal process contained in this article. If the parties mutually agree, expedited arbitration may be requested.

2. In arriving at a decision on the propriety of the penalty imposed, the arbitrator may consider the records of any prior proceedings, not to exceed the three (3) previous years, against the unit member and in which a personnel action was ultimately sustained and any records contained in the personnel file.

3. The arbitrator shall prepare a decision binding on both parties. A copy of the decision shall be filed with the Board and furnished to each party within ten (10 days after the decision is rendered.

4. The decision of the arbitrator shall be delivered to the Superintendent, the President of the Association and to the unit member or their designated representative personally or by registered or certified mail.

5. The cost of the arbitrator, a court reporter, if required by the arbitrator, and all records and transcripts, if required by the arbitrator attendant to the proceedings, shall be borne equally by the District and the Association. The hearing process shall not begin until such mutual acknowledgment of the parties to this effect is set forth in writing.

6. Any suspension of a unit member shall be with pay pending final disposition of the case following appeal or failure to appeal.

7. All records shall be kept strictly confidential.

J. Maximum Period of Suspension

1. No unit member shall receive more than one (1) penalty for any single action or infraction.

2. Any suspension without pay shall not reduce or deprive the unit member of seniority or other rights or any fringe benefits. Suspensions shall be from one (1) to five (5) days in duration and no suspension period shall be carried over from one (1) school year to the next, unless such action could not reasonably be carried out within the last two (2) weeks of the school year or the final decision took place during summer vacation.

3. Any suspension invoked under these rules against any one unit member for one (1) or more periods shall not aggregate more than thirty (30) days in any twelve (12) month period.

K. Records

Any record in the personnel file indicating that a unit member has received an oral warning with written confirmation shall be removed from the personnel file if four (4) years have elapsed since the incident which resulted in the derogatory record and there has been no recurrence of that type of infraction or a similar infraction. The records so removed shall be retained by the District in the red folder as defined in Article 20. A.2.(a),(b).

Article 22: Public/Parent Complaint Procedures

A. General Provisions

1. Parents or guardians should be encouraged to present their informal (oral) complaint first to the unit member who is the subject of the complaint, or to that unit member's site administrator, prior to presenting any formal (written) complaint to the District.

2. The Board shall refer any public complaint presented initially to them to the Superintendent or designee who shall notify the site administrator and unit member.

3. Public presentations within the District that are critical of individual unit members shall be discouraged.

4. Meetings held to adjudicate public complaints shall be held during regular school hours unless otherwise mutually agreed upon by all parties. There shall be no salary loss to the unit member.

5. No record of any complaint shall be kept in the unit member's personnel file if an investigation by the District shows that the complaint has been withdrawn, shown to be false, or has no merit.

6. Anonymous complaints and e-mails shall not be processed pursuant to the provisions of this article.

B. Informal (Oral) Complaint

No record of any informal (oral) complaint shall be placed in the personnel file of a member of the bargaining unit unless the member of the bargaining unit has been notified within five (5) days of receipt of the informal (oral) complaint; the unit member's immediate supervisor or a designee conducts an investigation about the complaint; and the complaint has been found to have merit.

Such investigation shall include a conference at a mutually determined time, with the complainant, a District representative, the unit member, and the unit member's representative. If the complainant refuses to attend the meeting, the District may take into consideration the lack of participation when determining whether the

matter should be included in an evaluation or disciplinary action against the unit member.

In the event that the complaint has merit, a record of the complaint and the investigation will be placed in the unit member's personnel file within ten (10) days. The unit member may write a response that will be attached to the complaint.

C. Formal (Written and Signed) Complaint

No record of any formal (written and signed) complaint shall be placed in the personnel file of a member of the bargaining unit unless the following criteria are met:

1. The unit member receives a signed copy of the complaint within five (5) days. Anonymous complaints and e-mails shall not be processed pursuant to the provisions of this section.

2. The unit member's immediate supervisor or designee conducts an investigation about the complaint which includes a conference, at a time to be mutually determined, with the complainant, a District representative, the unit member, and the unit member's representative.

    a) Meetings held to adjudicate public complaints shall be held during regular school hours unless otherwise mutually agreed upon by all parties. There shall be no salary loss to the unit member.

    b) If the complainant refuses to attend the meeting, the complaint may be utilized by the District in any evaluation or disciplinary action against the unit member.

3. The unit member is given prior notice that a record of the formal complaint (written and signed) will be placed in the bargaining unit member's personnel file.
    a) No record of any complaint shall be kept in the District's official personnel file if an investigation by the District shows that the complaint has been withdrawn, shown to be false, or has no merit.

A record of the written complaint will be placed in the unit member's personnel file within ten (10) days. The unit member may write a response that will be attached to the complaint.

Article 23: Academic Freedom

The District and the Association recognize the intrinsic value of academic freedom to the educational process. Both parties accept the following statements of the rights, duties and obligations of all parties regarding academic freedom as reflected by current Board policy.

A. Since the interests of students are served through the open exchange of ideas and positions which include popular and unpopular views, bargaining unit members shall not be required to avoid controversial issues or material to the extent that such content is provided for in the Course of Study.

B. Bargaining unit members shall attempt to provide balanced presentations regarding a range of points of view concerning controversial issues.

C. Bargaining unit members shall be free to express their own opinions or points of view, so long as they indicate clearly that it is a personal opinion.

Article 24: Miscellaneous Provisions

A. Certificated unit members who are classified as temporary unit members-special projects/ categorical programs shall be eligible to acquire probationary status under the following conditions:

1. Have a valid credential in either elementary and/or secondary education.

2. Have completed three (3) years of service in a special projects/categorical program(s).

B. Unit members who have successfully met the above criteria will be granted second year probationary status during their fourth year. Upon satisfying the normal probationary evaluative procedures/processes, permanent status will be granted at the beginning of the fifth year. This provision is effective July 1, 1993.

Article 25: Savings

A. If any provision of the Agreement or any application thereof to any unit member is held by a court of competent jurisdiction to be either contrary to law and/or to be discriminatory, then such provisions or applications 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.

B. Should a provision of application be deemed invalid, as described in Section A, above, any matter reduced or eliminated shall be reinstated to the extent allowable under law. Moreover, the parties shall meet not later than fifteen (15) days after such court decision to renegotiate the provision or provisions affected.

Article 26: Special Education

A. Subcontracting

The District agrees that it will not engage in the long-term subcontracting of work performed by members of the bargaining unit as described in Article 2, Recognition. However, the Director of Special Education shall, in consultation with staff, the President of the WEA or designee, and the Assistant Superintendent, Human Resources or designee, along with notetakers from both parties, meet and mutually determine specific short-term subcontracting needs for special education services in the District. The Director of Special Education shall, after consultation, be responsible for subcontracting for specific services.

a. The District will strive to secure in-person service providers to the extent possible. In the event that the virtual service provider is required in order to meet student need, the District will ensure that the virtual service provider has the means to carry out the job duties hired to complete and no unit member's job duties are impacted by a virtual service provider.

B. Community Advisory Committee (CAC)

A volunteer(s) unit member of the special education staff shall serve a two-year term on the CAC for the Special Education Local Plan Area (SELPA) established pursuant to California Education Code. The Director of Special Education will determine when a vacancy exists and seek a volunteer(s) for it.

C. Staff Development Committee and Inservice

1. The Director of Special Education shall implement an ongoing process to identify professional development needs of special education staff. This process shall include administration, and staff input. A committee shall assist administration in designing and implementing an in-service program that addresses the identified special education needs in the District. Unit members shall comprise a majority of those serving on committees formed for this purpose. Membership in said committee(s) shall be representative of the roles and grade levels/subject areas of the recipients of the proposed

professional development activity or activities. Unit members of the Committee shall serve without additional compensation.

2. Special education staff development may be implemented during the work day as defined in this agreement, in coordination with district wide staff development policies and procedures. Staff development offered outside of the duty day that is non-mandated will be compensated at the extra duty pay rate in accordance with Article 9.E.

D. Development of Individualized Education Program (IEP) and Assignment of Students Identified for Special Education (Student) under the IDEA to a General Education Classroom

1. A general education teacher shall:

a) Receive notification from the special education case manager within ten (10) days of any student with an IEP assigned to their classroom. A copy of the IEP or IEP at a glance for each student assigned to their classroom will be given to the classroom teacher at the earliest available time. The special education case manager will consult with the general education teacher regarding the progress of the student in the classroom.

b) Retain all IEP information, which is confidential, in a locked and secure location. When the unit member's copy of the IEP information is no longer applicable, the unit member shall shred and dispose of the information.

c) Have the right to request a review of the assignment of a student, the teacher's class and a mandatory meeting of the IEP team if the review indicates a change in the pupil's placement, instruction, related services, or any combination thereof (Ca. Education Code 56195.8).

d) Participate in the development or revision of a Behavior Intervention Plan (BIP) for a student assigned to their classroom.

e) Be a member of the IEP team for a student assigned to their classroom.

f) Be evaluated without reference to a student's projected growth in their IEP.

g) Receive, upon request, immediate assistance from the administration should there be disruptive student behavior.

2. The District will strive to assign students with IEPs as equally as possible among their assigned grade.

E. Resource Specialists

1. Resource Specialists shall have:

a) The caseloads of the Resource Specialists in accordance with Education Code Section 56362 (c) and other State and Federal directives.

b) Instructional aide time allocated by the Director of Special Education in consultation with the Program Specialist, site administrator and the Resource Specialist Teacher.

c) Those duties and perform those services as defined in Education Code 56362 (a).

2. Caseload Waivers (language replaces MOU agreed to on December 3, 2015)

Individual Resource Specialists, and Program Specialists carrying a Resource Specialist caseload should have a caseload of 28:1 or lower.

Should the need arise to exceed the maximum 28:1 caseload, the district will contact the unit member and WEA President or designee to determine whether or not the unit member mutually agrees to a waiver. The determination will be made within 5 working days after the unit member and WEA President or designee are contacted.

Should the unit member agree to a waiver, with support from WEA, the unit member will be compensated at a rate of 0.05 FTE per student up to a maximum of 0.2 FTE (for the maximum 32:1 according to the waiver).

The additional pay shall be prorated according to the number of days a teacher has the additional students on their caseload or when the unit member was assigned the additional student(s), whichever is sooner.

F. Shared Hours and Responsibilities

The general education classroom teacher, the special education teacher(s), the Site Administrator, and other support staff shall mutually develop the methods and responsibilities for implementing the IEP of students assigned to the general classroom.

G. Specialized Services

1. Appropriately credentialed School Nurses shall be available to each site to conduct health assessments of students and perform other duties specified in the job descriptions.

    i. School Nurses are expected to implement the District's established policies and procedures regarding the dispensing, administering, and/or supervision of medications and specialized health care procedures for all students.

2. Special education teachers are expected to follow the District's established procedures regarding the dispensing, administering and/or supervision of medications for students after receiving appropriate training. (All other Unit Members shall not be required to administer medications or perform specialized health care services on students.)

3. Appropriately credentialed School Psychologists shall be available to each site to conduct psychological assessments of students and perform other duties specified in the job descriptions.

4. Appropriately credentialed Speech Therapists shall be available to each site to conduct assessments of students, provide services and perform other duties specified in the job description.

5. Should the need arise for additional coverage as outlined in A: Subcontracting,

    a) A psychologist who elects to take an additional site or a partial FTE of a site shall be compensated at an additional .2 of their step and column on the indexed salary schedule.

    b) A Speech Therapist who elects to take an additional site or partial FTE of a site shall be compensated at an additional .2 of their step and column on the indexed salary schedule.

H. Assignment, Reassignment, and Transfer

1. An assignment, reassignment, and transfer of currently employed certificated special education teachers shall be determined upon enrollment, caseloads.

2. Assignments, and transfers for currently employed certificated related service providers (School Nurses, School Psychologists and Speech and

Language Pathologists) shall be determined upon enrollment and case loads and shall be in accordance with the following:

- Each year, Student Services (for School Nurses) and Special Education (for School Psychologists and Speech and Language Pathologists) management staff will initiate this process by sharing the projected student needs (in written or electronic form) with all related service providers. These projections will be considered a vacancy announcement. The projections will include any instructional needs relevant for each assignment.

- When the projections are shared by management staff, the Administrator will also seek requests for voluntary transfers from individuals based on those projected needs.

- The related service providers will collect feedback and recommendations for assignments for the coming year.

- This information will be shared by the related service providers back to Student Services or Special Education management and management will make final determinations on assignments and transfers using the process in Article 14.C.1 through 14.C.3.

I. Inclusion of Students in Special Day Class Programs to General Education Classrooms

1. The District operates preschool, elementary, secondary, and Adult Special Day Class (SDC) programs for SDC Students.

2. Any elementary SDC student who is integrated or included in a general education classroom for thirty (30) percent or more of the instructional day of the general education classroom teacher shall be counted as one (1) student in the staffing ratio when either the teacher is responsible for grades and assessment or when the student is integrated without support services.

3. When three (3) SDC students are integrated into a general education classroom with the same teacher at the same time daily for less than 30% of the instructional day, one additional enrollment count will be added to that teacher's class list. The resulting class list shall remain consistent with the staffing ratio as specified in Article 13 of this agreement. The special education teacher and/or the case manager will be responsible for student attendance, assessments, and grades.

4. Integration of more than three (3) SDC students during the instructional day with the same teacher shall be made in collaboration with the unit member. Through collaboration of all appropriate District staff, an educational program shall be provided, as specified in the IEP.

5. The District will strive to adhere to the current SELPA class size guidelines.

6. Secondary SDC students shall be enrolled on the general education teacher's class roster.

7. The District will strive to assign students in Special Day Classes as equally as possible among their assigned grade.

J. Extended School Year (language replaces MOU agreed to on June 7, 2006)

1. District Special Education staff working the Extended School Year program for students in Special Education will be paid their current hourly rate (per diem) which shall be calculated as follows: Base salary divided by work days by seven (7). Pay for extended school year program will be based on the number of student contact hours.

    i. This applies to the following bargaining unit members: Special Education, Teachers, Speech Therapists, School Nurses, and School Psychologists.

Article 27: FLEX Academy (Long Term Independent Study)

A. Overview

1. State law (AB/SB 130), which took effect during the 2021-2022 school year, made changes to the Independent Study Education Code by creating new grade-level requirements for live interaction with students, synchronous instruction and other components. In accordance with state law, Districts offering independent study programs must adhere to the rules implemented in 2021-2022

2. The K-8 Independent Study Program and the Independent Learning Center has been collectively known as the Independent Learning Program (ILP), containing two (2) separate departments: K-8 and 9-12. However, commencing with the 2022-2023 school year, these independent study programs will all be known as the "FLEX Academy" and all staff serving in these programs will be known as "FLEX Academy teachers".

3. FLEX Academy teachers, shall be provided all of the benefits and conditions of the collective bargaining agreement including those items noted below.

B. Placement on the Certificated Salary Schedule

1. Each authorized unit member working in the FLEX Academy shall be recognized as a Woodland Education Association (WEA) bargaining unit member and shall be placed on the certificated salary schedule based on their years of service and number of units in accordance with the provisions of Article 9 of the collective bargaining agreement.

C. Student Load/Assignment

1. The maximum instructional load shall be students per full time equivalent (FTE). All student assignments shall be made by the program administrator throughout the course of the year as needed due to the changes in student enrollment and availability of certificated instructional staff. Students assigned to each teacher will remain within the parameters of the formula below. Additional students may be served by teachers who will be compensated, one (1) hour per student, per week, at the current rate identified in Article 9.E.

D. Full Time Equivalent Determination

The FTE for teachers in grades K – 3 shall be determined based on the following formula:

1.0 FTE: 20 to 26 students

.75 FTE: 14 to 19 students

0.5 FTE: 8 to 13 students

0.25 FTE: 4 to 7 students

The FTE for teachers in grades 4 – 12 shall be determined based on the following formula:

1.0 FTE: 25 to 32 students

.75 FTE: 17 to 24 students

0.5 FTE: 9 to 16 students

0.25 FTE: 4 to 8 students

E. Reassignments

1. Changes in the FTE determination will be reviewed and adjusted every semester as student enrollment changes. Due to the fluctuation of student enrollment, teacher(s) may be reassigned to other programs within the District in order to maintain their FTE status. Minimum assignment is four (4) students.

2. Elementary teachers with a reduced FLEX Academy student load may be assigned to provide targeted academic intervention and assessment supports to students after consultation with the Administrator.

F. Preparation Time

1. Each authorized FLEX Academy teacher will receive non-student contact release time per Article 16. Release time will be prorated based on full time equivalency. The scheduling of that release time is to be determined in collaboration with the program administrator.

G. Work Day/Work Week

1. The work week for each 1.0 FTE will be thirty-six (36) hours scheduled over five (5) days per week. The workweek shall remain on a flexible schedule in order to accommodate the needs of the students and families within the program. The instructional day shall not exceed seven and a quarter (7.25) hours per day for a 1.0 FTE. The work day/work week will be prorated based upon the full time equivalency.

2. Schedules shall be developed in collaboration with the program administrator at the beginning of each semester subject to the changes in enrollment and the needs of the students.

3. Each unit member may leave at the end of their instructional day except when meeting the needs of students and/or parents or when attending school-related events, student-parent-teacher conferences or site meetings.

4. Members may be required to participate in adjunct duties such as but not limited to registration of students, graduation, Back-to-School Night, Open House, Student Study Team meetings, IEP/504 meetings, and/or supervision of field trips.

H. Work Year/Location/Duties

1. FLEX Academy staff will work in accordance with the guidelines of the current collective bargaining agreement. FLEX Academy unit members will follow the District's adopted traditional year calendar.

2. FLEX Academy staff members shall work from district-assigned locations.

3. FLEX Academy teachers shall not be required to provide concurrent instruction.

4. Staff support teachers shall be comparable to comprehensive school sites. Staff support shall be established following the determination of student enrollment.

I. Hiring Process

1. Vacancies in the District's independent study program are determined by student enrollment.

2. No unit member shall be involuntarily transferred to the FLEX Academy.

3. The Administrator may hold interviews that require applicants to present a short lesson demonstrating instruction competence in a virtual setting for FLEX Academy vacancies.

J. Enrollment

1. Students may enroll at any time during the school year subject to availability. Students may return to their home school at any time during the school year subject to availability.

2. Students that are enrolled in in–person instruction and are placed on short-term independent study shall not be enrolled in FLEX Academy.

3. FLEX Academy teachers shall be responsible for taking and recording student daily attendance.

4. After making their own attempts through school site phone or Google Voice or email contact, the FLEX Academy teacher shall be responsible for reporting any concern they have regarding a student's absences to the Administrator.

5. The Administrator shall make and/or coordinate additional outreach and follow up with the student and/or parent/guardian.

K. Instruction

1. AB 130 defines independent study program interaction and instruction as follows:

    - "Live interaction" means interaction between the student and school staff, and may include peers. Live interaction is provided for the purpose of maintaining school connectedness. This interaction may take place in person or in the form of internet or telephonic communication.
    - "Synchronous instruction" means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications and involving live, two-way communication between the teacher and student.

2. AB 130 defines instructional requirements by grade level as follows:

    - Grades K-3: Daily synchronous for all students.

    - Grades 4-8: Daily live interaction and at least weekly synchronous for all students.

    - Grades 9-12: At least weekly synchronous instruction for all students throughout the year.

3. Learning and Virtual Platforms (i.e. Seesaw, Canvas, Edgenuity, StudySync, Big Ideas, Zoom): Independent Study staff members shall have access to the learning platforms appropriate to their grade level used in all WJUSD programs and schools in order to enable students to access district-supported online textbooks and programs.

4. FLEX Academy teachers shall provide daily live interaction, and synchronous instruction through virtual platforms consistent with the new requirements set forth in AB 130 and any other applicable laws or regulations related to independent study.

5. FLEX Academy teachers in secondary grade-levels may satisfy daily live interaction and synchronous instruction requirements through a combination of virtual and in-person instruction. However, students enrolled in FLEX Academy cannot be required to attend in-person.

6. FLEX Academy teachers will work with their administrator to enlist the support of other Independent Studies Program certificated staff, when support is needed, to provide the daily live interaction requirements set forth in AB 130.

7. When working virtually with students, FLEX Academy teachers' cameras are expected to be on, unless there is an internet connectivity issue that necessitates a camera to be turned off.

8. Live, synchronous instruction is intended for students to have access to meaningful individualized and/or small group instruction to support students' success in achieving grade level standards. Live, synchronous instruction may include, but is not limited to discussions, demos, reteaching, and/or supporting class assignments.

9. FLEX Academy teachers will have adequate teaching space and equipment to teach students virtually.

10. FLEX Academy teachers are expected to maintain appropriate adult-student boundaries and interactions. During any live, synchronous teaching, FLEX Academy teachers shall report via email any inappropriate actions by students and/or unexpected participant(s) to their administrator in a timely manner.

L. Grading and Assessment

1. FLEX Academy teachers shall complete student assessments and grading as scheduled on the academic calendar.

2. The FLEX Academy teacher of record shall provide updates to parents, up to twice per month, regarding student progress and performance. The manner of the update shall be at the discretion of the unit member.

3. FLEX Academy teachers shall regularly, at least twice per month, update the Student Information System, AERIES, to reflect student performance and progress through the curriculum in each subject area.

M. Professional Development

1. The District shall provide training opportunities and time for effective collaboration and planning for teachers during non-instructional periods to enhance the skills necessary for the success of online instruction.

2. The purpose of these hours is to provide consistent and meaningful professional development/training opportunities for FLEX Academy teachers for learning the online tools to provide student feedback, time for grade

level/content area collaboration, and/or assistance with online curriculum supports, such as Edgenuity, StudySync, Big Ideas Math, iReady, etc.

Appendix A

WOODLAND JOINT UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
2025-2026 Effective: 7/1/2025

A. The salary schedule will contain a class or position title and, within each class a number of steps which provide salary increments for service and professional growth.

B. Placement on the salary schedule will be made on the basis of training and credentialing and teaching experience. Advancement will be made on the basis of training and teaching experience.

C. The salary schedule and salary classification requirements of all teachers are set forth as follows:

- Compensation for additional days for service as defined in the current Agreement between the Board of Trustees and the Woodland Education Association shall be reimbursed at an established daily rate which shall be calculated as follows: base salary divided by work days. Hourly rates will be determined by dividing the daily rate by seven (7), as defined in Article IX, Section D.

For the purpose of placement on the salary schedule, placement shall be based on all years of applicable and verifiable teaching experience requiring a credential. Fully credentialed Speech Therapists, School Psychologists, and Nurses with applicable and verifiable experience that is not related to public education may be credited one year for every two years experience.

1. District Psychologists will be paid based on a 197 day contract at an index of 1.22 of the salary schedule.
2. Program Specialists will be paid based on a 198 day contract at an index of 1.20 of the salary schedule.
3. Agricultural teachers will be paid an index of 1.2 to fulfill their extended-year responsibilities.
4. Secondary teachers teaching a six period day will be paid at an index of 1.20 of the salary schedule.
5. Speech Therapists and Nurses will be paid based on a 194 day contract at an index of 1.20 of the salary schedule.
6. Secondary counselors shall work one hundred ninety (190) days: one hundred eighty four (184) contract days, plus six (6) days per diem.

Appendix B

ATHLETIC EXTRA DUTY PAY SCHEDULE

The salaries to be paid for extra duty assignments are based on a percentage of Column II of the existing salary schedule. (A.B. plus 30 units of the level of fully credentialed unit members). The placement step on Column II will be determined by the number of actual years of previous experience in the particular assignment. Transfer credit of similar experience from other districts will be according to the same regulations as applied to unit members on the salary schedule.

Regardless of the above, step placement for coaching shall be determined on previous paid years of experience in any sport in a school of the junior high level and above. Coaching any sport (or several sports) during a school year counts as one year's experience. (E.g., in a school year no more than one year's experience can be earned.)

Individuals coaching two assignments during a school year shall receive a 2% factor increase on the coaching assignment of greater value. An additional 1% factor (3% factor total) shall be those assignments in one academic year. The increased pay will be included in the last check for a sport coached that Academic Year.

Athletic Director, High School	14%
Athletic Director, Middle School	8%

(A maximum of six years coaching experience will be allowed for placement.)

FALL SPORTS – Comprehensive High School

Positions available in ( )

Football - Boys	
Var. Head (1)	12%
Var. Asst. (4)	8%
Soph. Head (1)	8%
Soph. Asst. (2)	8%
Trainer-High School (1)	6%
9th Head (1)	8%
9th Asst. (1)	7%
Tennis - Girls	
*Varsity Head (1)	8%
Golf - Girls	
*Varsity Head (1)	8%
Volleyball - Girls	
Varsity Head (1)	10%
Soph. Head (1)	8%
9th Head (1)	8%
Cross Country - Boys & Girls (both)	
Var. /Soph. Head (1)	8%
9th Head (1)	7%
Water Polo – Boys	
Var. Head (1)	10%

Water Polo – Girls
Var. Head (1) 10%

WINTER SPORTS – Comprehensive High School

Positions available in ( )

Trainer – High School 6%

Basketball - Boys
Var. Head (1) 10%
Soph. Head (1) 8%
9th Head (1) 8%

Basketball - Girls
Var. Head (1) 10%
Soph. Head (1) 8%
9th Head (1) 8%

Wrestling - Boys and Girls
Varsity Head (1) 10%
Soph. Head (1) 8%
9th Head (1) 8%

Soccer – Boys
Varsity Head (1) 10%
Soph. Head (1) 8%
9th Head (1) 7%

Soccer – Girls
Varsity Head (1) 10%
Soph. Head (1) 8%
9th Head (1) 7%

SPRING SPORTS – Comprehensive High School

Positions available in ( )

Trainer – High School 6%

Baseball - Boys
Varsity Head (1) 10%
Soph. Head (1) 8%
9th Head (1) 8%

Golf - Boys
*Varsity Head (1) 8%

Softball - Girls
Varsity Head (1) 10%
Soph. Head (1) 8%
9th Head (1) 8%

Swimming - Boys
*Varsity Head (1) 10%

Swimming – Girls
Varsity Head (1) 10%

Tennis - Boys
*Varsity Head (1) 8%

Track – Boys
Varsity Head (1) 10%
HS Assistant (1) 8%

Track – Girls
Varsity Head (1) 10%
HS Asst. (1) 8%

Track – Boys & Girls (both)
9th Head (1) 8%
9th Asst. (1) 7%

Volleyball – Boys
*Varsity Head (1) 10%

For High School Sports Only: If more students than 35 students are participating in a division of a sport (varsity, soph., 9th), identified as having only one coach, at the end of the 2nd week of practice, an additional assistant position will be added, upon request by the athletic director, to provide additional student supervision.

OTHER – High School
Interscholastic sports programs established at alternative high schools will be paid a 3% stipend.

FALL SPORTS – Comprehensive Middle School
Positions available in ( )

Volleyball - Girls
*8th grade (1) 3%
*7th grade (1) 3%

Cross Country - Boys & Girls (both)
*8th grade (1) 3%
*7th grade (1) 3%

WINTER SPORTS – Comprehensive Middle School
Positions available in ( )

Basketball - Boys
*8th grade (1) 3%
*7th grade (1) 3%

Basketball - Girls
*8th grade (1) 3%
*7th grade (1) 3%

Wrestling - Boys
*8th grade (1) 3%
*7th grade (1) 3%

SPRING SPORTS – Comprehensive Middle School
Positions available in ( )

Soccer - Girls
*8th grade (1) 3%
*7th grade (1) 3%

Soccer - Boys

*8th grade (1)	3%
*7th grade (1)	3%

Track – Boys & Girls (both)

*8th grade (1)	3%
*7th grade (1)	3%

For Middle School (7th and 8th grade) Sports Only: Team size is determined by league regulations and rules. Should the regulations allow for additional teams at specific grade levels and/or sports, and if student participation supports additional teams, a second coach may be added, upon request by the athletic director, to provide additional opportunities for student participation.

Appendix C: Other Extra Duty Pay

1. Departmental Leadership - Middle Schools, Alternative High Schools and Senior High Schools

   The extra duty pay schedule for departmental leadership at the middle schools, alternative high schools and senior high schools is based on the number of sections taught in the department. The percentage is taken of a salary on Column II according to the step where the bargaining unit member is placed based on previous experience as Department Chairperson. Where the leadership assignment is shared, the percentage of the stipend shall be paid proportionately.

Number of Sections	Percentage
75+	12%
65-74	10%
55-64	9%
45-54	8%
35-44	7%
25-34	6%
15-24	5%

2. Senior High School

   Ten percent of the salary on Column II according to where they are placed based on previous experience. The assignments include:

   Class Advisor,
   Activities Director
   Drama Production Director, and
   Music Production Director

   Eight percent of the salary on Column II according to where they are placed based on previous experience. The assignments include:

   Choir Production Director,
   Advisor for Cheerleaders
   Advisor for Songleaders
   Advisor for Yearbook Production
   Advisor for Speech
   Advisor for Debate
   Advisor for a Career Technical Student Organization (CTSO)

Six percent of the salary on Column II according to where they are placed based on previous experience. The assignments include:

Newspaper Production

3. Alternative High School

Four percent of the salary on Column II according to where they are placed based on previous experience. The assignments include:

Yearbook Production
Advisor for a CTSO

Three percent of the salary on Column II according to where they are placed based on previous experience. The assignments include:

Newspaper Production

4. Middle School

Eight percent of the salary on Column II according to where they are placed based on previous experience. These assignments include:

Activities Director, and
Yearbook Production

Six percent of the salary on Column II according to the step where they are placed based on previous experience. These areas include:

Drill Team Advisor
Music Production Director
Advisor for Cheerleaders
Advisor for Songleaders

Four percent of the salary on Column II according to the step where they are placed based on previous experience. These areas include:

Newspaper Production

5. Other Senior High, Middle School and/or Elementary

2025-2026 School Year: This section is amended by the Memorandum of Understanding, "Regarding – Appendix C."

Four percent of the salary on Column II according to where they are placed based on previous experience. The assignments include:

Student Study Team Chairperson, and
IEP Chairperson

Mariachi Production Up to three Sites (DMS, LMS, and WHS) – Six (6%) percent of the salary of Column II according to where they are placed based on previous experience.

Mariachi Production Single Site (PHS) – Four (4%) percent of the salary of Column II according to where they are placed based on previous experience.

The parties acknowledge that at this time, the District's Mariachi program is developing and there are concerts and events specifically for this program that teachers currently

assigned to these classes must prepare for and attend. The parties agree to revisit this stipend in the 2026-2027 reopener contract negotiations.

6. Related Service Providers

Seven percent of the salary on Column II according to where they are placed based on previous experience. The assignments include District Department Chairs for

School Psychologists,
Nurses, and
Speech Therapists

Appendix E: Categories of certificated unit members included in the bargaining unit (Article 2, Recognition)

1. Elementary Teachers
2. Secondary Teachers
3. Categorically Funded Teachers
4. Special Education Teachers
5. Bilingual Resource Specialists/English Learner Project Specialists
6. Program Specialists
7. Workability Teacher
8. Nurses
9. Library Media Teacher
10. Psychologists
11. Counselors
12. Speech Therapists
13. Contracted Long-Term Substitute Teachers
14. Teacher On Special Assignment (TOSA)
15. Teacher-In-Charge (TIC)

Appendix F: Memorandums of Understanding (MOU)

Attached as each separate MOU

- Comprehensive High School Provisions (MOU shall sunset on June 30, 2028)
- Hiring Bonus ("Attachment A")
- Dual Enrollment Course Instruction for the 2026-2027 School Year
- Class Size Overages at All Schools for the 2026-2027 School Years
- Extension of "Other Payments" for the 2026-2027 School Year
- Dual Immersion and Special Education Teacher Stipends for the 2026-2027 School Year
- Wednesday Collaboration Days and Professional Development Days for the 2026-2027 School Year
- Wednesday Collaboration Days and Professional Development Days for the 2027-2028 School Year
- Appendix C – (Mariachi production stipend) for the 2026-2027 School Year
- Middle School Athletic Stipends for the 2026-2027 School Year
- Substitute Release Days for Special Day Class and Resource Specialist Teachers for the 2026-2027 School Year
- Adjunct Duty – reduced adjunct duty for special education and credit for overnight field trip for 2026-2027 School year.
- CYBHI Elementary Counselor Stipend for the 2026-2027 School Year
- CYBHI -ORP Service Provider Stipend for the 2026-2027 School Year