

AGREEMENT

BETWEEN

WATERFORD UNIFIED SCHOOL DISTRICT

AND

WATERFORD TEACHER’S ASSOCIATION

a unit of

**CALIFORNIA TEACHER’S ASSOCIATION/
NATIONAL EDUCATION ASSOCIATION**

Revised 6/2016

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ARTICLE I

Agreement

- A. The Articles and provisions contained herein constitute a bilateral and binding agreement by and between the Governing Board of the Waterford Unified School District (“Board”) and the Waterford Teachers’ Association (“Association”), a unit of the California Teachers’ Association/National Education Association, an employee organization. The agreement shall be effective July 1, 2016 through June 30, 2019.

ARTICLE II

Recognition

- A. The Board recognizes the Association as the exclusive representative of all certificated employees excluding the Superintendent, Assistant Superintendents, Directors, Principals, Vice-Principals Psychologists, adult school teachers, substitute teachers, summer school teachers who are not otherwise members of the bargaining unit, the Independent Study Coordinator and all certificated personnel designated as management, supervisory and/or confidential by the District.

Independent Study teachers will be paid an hourly rate as established in Appendix C and will have the option to purchase the District benefit plan at their own expense. Initial salary schedule placement is determined by the current practices of the district. Step movement on the salary schedule will be made annually when an Independent Study Teacher has worked more than half the time for 91 school days the prior year.

ARTICLE III

Negotiation Procedures

- A. The negotiating procedures shall be in accordance with Government Code Sections 3540 et seq.
- B. Negotiation meetings shall take place at mutually agreed upon times and places provided that each meeting be held within five (5) working days from receipt of a written request by either side unless another date is agreed upon by the parties.

ARTICLE IV

Personnel Files

- A. The Board shall not base any adverse action against a teacher upon materials which are not contained in such teacher’s personnel file, unless necessary under the grounds listed in Education Code Section 44932.

- B. Teachers, in the presence of an administrator, may read all materials placed in their personnel files. The one exception to this would be confidential job recommendations obtained prior to employment. Teachers may place written comments and/or rebuttals to any and all materials placed in their files.
- C. Upon written authorization by a teacher, a representative of the Association shall be permitted to examine materials in the teacher's personnel file in the presence of the teacher and an administrator.
- D. The person or persons who draft and/or place material in a teacher's personnel file shall sign the materials and signify the date on which such materials were drafted and placed in the file.
- E. The contents of all personnel files shall be kept in the strictest confidence.
- F. The validity of any and all material in a teacher's personnel file may be re-evaluated at the beginning of the school year by the administration in conjunction with each teacher for the purpose of determining its future appropriateness and applicability. Material in any teacher's personnel file proven to be untrue shall be omitted.

ARTICLE V

Maintenance of Benefits

- A. The District shall not eliminate, reduce or change any policies or procedures that are negotiable under Government Code Section 3540 but not addressed in this contract until it has negotiated said changes with the Association.

ARTICLE VI

Grievance Procedures

A. Definitions

- 1. A "grievance" is a claim by an employee or the Association that the District has violated, misinterpreted or misapplied an express provision of the Agreement, or has applied it in a discriminatory manner.
- 2. A "day" is a day in which the aggrieved employee is required to give service.
- 3. An "immediate supervisor" is the lowest level supervisor who has been designated by the District to adjust grievances and who exercises responsibility for the grieving employee.

B. Procedure

- Step 1. The aggrieved employee shall meet with the immediate supervisor and attempt to resolve the grievance informally. Either party may elect to have one representative present subject to prior notification.

Step 2. If the grievance is not settled in Step 1, the aggrieved employee may present to the Superintendent a written statement of the grievance. Such statement shall contain the name of the employee filing the grievance, a listing of the provision(s) of the Agreement alleged to have been violated, a statement describing the conduct of the District alleged to have violated the Agreement, and the requested remedy. This written statement of the grievance shall be submitted within fifteen (15) days after the informal response is given or within fifteen (15) days following the informal discussion if no response is given. The Superintendent shall attempt to resolve the grievance as soon as possible, but shall present a written answer to the employee within fifteen (15) days after receiving the grievance.

Step 3. If the grievance is not settled in Step 2, the aggrieved employee may submit the matter for advisory mediation. The written submittal must be provided to the Superintendent within fifteen (15) days after the response at Step 2 or within fifteen (15) days following the submission of the grievance to the Superintendent if no response is given. The parties will notify the State Mediation and Conciliation Service and request a mediator. The mediator shall not issue a written opinion on the grievance but shall otherwise work with the parties to resolve the dispute. Unless otherwise agreed, there shall be no cost to the District, to the Association, or to the aggrieved party for this advisory mediation procedure.

Step 4. If the grievance is not settled in Step 3, the Association may submit, within fifteen (15) days, a notice in writing to the Superintendent that the employee is proceeding on to arbitration. The parties shall attempt to select a mutually acceptable arbitrator. If no agreement can be made within ten days, they shall request the State Conciliation Services to supply a list of five names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. The Association reserves the right to decide whether to financially support the grievant in arbitration. All other expenses shall be borne by the party incurring them. The decision of the arbitrator shall be final and binding.

C. General Provisions.

1. The filing or pendency of a grievance shall in no way operate to impede, delay or interfere with the right of the District to take the action complained of, nor justify the employee's refusal to perform assigned duties.
2. The time limits on the filing and processing of grievances may be extended only by a written agreement signed by the parties.
3. A grievance must be filed and appealed within the time limits set forth above, or the grievance shall be considered settled on the basis of the last answer given. If a District representative fails to answer the grievance within the time limits provided at a particular step (unless such time limits are extended by written agreement), the grievance shall be considered denied and the grievant may appeal to the next level.

4. The Association, either in its own behalf or in behalf of the affected teachers, may initiate grievances.
5. If a question arises as to the arbitrability of an issue, the arbitrator shall rule on the merits only after the arbitrability of the issue has been heard.
6. 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.
7. No reprisal of any kind shall be taken by the District or the Association against any grievant, any party in interest, or any other participant in the grievance procedure by reason of such participation or refusal to participate.
8. A teacher may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected by the Association. If a teacher is not represented by the Association or its representative, the Association shall have the right to state its views prior to resolving the grievance procedure after Step 1.
9. If a grievance arises from action or inaction on the part of a member of the administration or about the principal or immediate supervisor, the grievant shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance shall be commenced at Step 2.
10. When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day (which cannot be accomplished outside teaching hours), he/she will, upon notice to his/her principal or immediate supervisor as given by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any teacher who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.
11. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure.

ARTICLE VII

Professional Dues or Fees and Payroll Deductions

- A. Any teacher who is a member or Agency fee payer of the Association, or who has applied for membership or agency fee status, may sign and deliver to the Board an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association or agency fees as provided for below. Such authorization shall continue in effect unless revoked in writing. Pursuant to such authorization, the Board shall deduct, in accordance with the dues and/or fees dues/fees from the regular salary check of the teacher

each month for twelve months. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately prorated to by the end of the school year.

- B. It is the individual decision of each teacher whether or not to join the Association.
- C. Any unit member who is not a member of the Association, or who does not make application for membership within 30 days of the effective date of this Agreement, or within 30 days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues, initiation fees and general assessments, payable to the Association in one lump-sum cash payment in the same manner as required for the payment of membership dues. Such fee, as imposed by the Association, shall be calculated by the Association. In the event that a unit member does not pay such fee directly to the Association, the Association shall so inform the District, and the District shall immediately begin, in accordance with the dues and/or fee schedule(s) provided in Education Code Section 45061 and in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- D. Any unit member who qualified as a religious objector shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:
 - 1. United Way
 - 2. American Red Cross
 - 3. American Heart Association
 - 4. Waterford Education FoundationReligious objector status is a determination made between the bargaining unit member and the Association.
- E. With respect to all sums deducted by the District pursuant to sections above, whether for membership dues or agency fee, the District agrees to remit such moneys to the Association in a timely manner accompanied by an alphabetical list of unit members for whom such deductions have been made.
- F. The Association agrees to indemnify and hold the District harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the District's compliance with this Article. The Association shall have the exclusive right to determine whether any such action or proceeding shall or shall not be resisted, defended, tried or appealed. This indemnification and hold harmless duty shall not include actions related to compliance with this Article brought by the Association.
- G. Only the District's payroll procedure with respect to this Article may be subject to a grievance filed by a unit member and/or by the Association.

- H. In the event the requirement established by the Senate Bill 1960 (Burton) of mandatory agency fees following notice by the exclusive representative is repealed, the parties agree to renegotiate the agency fee requirement in Section C above.

ARTICLE VIII

Calendar

- A. The Administration shall consult with the WTA bargaining team by March 1 regarding the calendar schedule for the next school year. Prior to its adoption by the Board, the bargaining teams shall meet to discuss the recommended calendar.
- B. The Association may make recommendations regarding possible changes in the calendar either to the Administration or to the Board.
- C. Minimum days shall be scheduled for Back to School Night, Open House, fall parent conference week, prior to evening functions, prior to Christmas, Easter and Thanksgiving holidays, the last day of school and Wednesdays for Transitional Kindergarten and Grades 1-6.
- D. The work year shall be 182 days plus three (3) staff development days or their equivalence.
1. Beginning in 2017 – 18 the work year shall be one hundred eighty-two (182) days, plus one (1) grade-level / subject articulation day, plus four (4) staff development days. Staff development days in accordance with Article XV are subject to consultation with the association. Members shall be surveyed via a Likert scale at the conclusion of the added staff development day, if the day was deemed “unproductive” by a majority of members then the additional staff development day will be discontinued and the salary schedule reduced by 0.5405%.

Article VIII is closed for bargaining through 2017 – 18.

ARTICLE IX

Hours of Instruction

- A. The teacher workday shall start 10 minutes before the start of the students’ regular school day.
- B. Teachers may leave at the end of the students’ day provided that all of their professional responsibilities have been completed.
- C. It is recognized by both the District and the Association that the job of teaching varies from day-to-day and that, in addition to teaching during the day, the following areas are part of the professional responsibilities:
1. Conferring and counseling with pupils, parents, staff and administrators.

2. Attending faculty and grade level meetings on the designated meeting day or other days with reasonable advance notice.
3. Attending Open House, and Back to School nights.
4. Providing the proper supervision of students immediately prior to and after the beginning and ending of the students' day including usual, customary and reasonable adjunct duties requested and/or required of them by the administration. "Adjunct duties" is defined as activities that do not require a credential.
5. Adjunct duties include usual, customary and reasonable duties requested and/or required of members by the administration beyond those identified in sub-sections A, B, C(1), C(2), C(3), C(4). Principals or designees shall identify these duties no later than the first day of school in September. All duties will be distributed equitably amongst unit members at each site.

D. Instructional Days

1. The regular instructional days are defined as follows:

Grades TK – 1	300 Minutes
Grades 2 – 3	310 Minutes
Grades 4 – 8	325 Minutes
Grades 9 – 12 Comprehensive High School	370 Minutes

2. In May, 2018, WTA may determine whether to maintain the 310-minute regular instructional day in Grades 2 & 3, or return Grades 2 & 3 to 300 minutes. If the members determine to return the regular instructional day to 300 minutes, then in 2018-19 the regular instructional day in Grades 2 & 3 will return to 300 minutes, and the Salary Schedule will be reduced by 0.75%.
3. In the event systemic concerns arise due to the lengthening of the day at Richard Moon Primary School, then a sub-committee of RMPS unit members and principal will convene to resolve the issues.

E. Instructional time may be adjusted by the administration for irregular day scheduling.

F. The administration shall consult with the Association regarding the bell schedule at each school prior to its adoption by the Board. The association may make recommendations regarding possible changes in the bell schedule either to the Administration or to the Board.

G.

1. At TK-6 schools, one-half (1/2) of the minimum day professional development time is reserved for grade level collaboration, articulation and instructional planning purposes. In the event that this time is encroached upon by the district, the time will be returned on a following scheduled minimum day.

2. At all sites the professional day will not extend past 3:00 p.m.
3. At the 7 – 12 schools, no more than one (1) one-hour faculty meetings will be conducted each month and is not to extend past 4:00 p.m. It is agreed this in addition to any meetings that may occur on a minimum day.

H.

1. No district meeting shall be called for the days designated by the WTA for WTA meetings.
2. Any teacher may forego their prep time and serve as a targeted achievement tutor at thirty-five dollars (\$35) per hour. When preparation time is used to service a class of students for a class period during a regular teaching assigned school day, for a period of sixty (60) school days or a minimum of a trimester, each teacher shall be paid an additional 20% of their base compensation. All other preparation period commitments shall be compensated at a rate of thirty-five dollars (\$35) per hour (i.e. short term period subbing).

I.

1. Teachers in grades 6-12 shall receive a preparation period, in that a teacher's assignment will consist of one course (section) less than a regularly enrolled student.
2. If 6th grade teachers are assigned to a middle school then a preparation period is granted. If 6th grade teachers are assigned to an intermediate school then a preparation period is not granted.

- J. Teachers who teach an additional course (section) for a semester, in which students are receiving credit, shall receive an additional twenty-percent (20%) of their base pay for that semester. All teachers may apply; the assignment will be based on eligibility and availability to teach the section.

- K. The district may elect to purchase for twenty-percent (20%) of base pay, the preparation period of teachers for special assignments. All teachers may apply; assignment will be based on eligibility and availability to complete the assignment. This shall be voluntary, not imposed by the district.

- L. Teachers are expected to be (stay) on campus during the preparation period time, unless prior administrative approval has been granted.

Article XI is closed for bargaining through 2018-19.

ARTICLE X

Leaves

- A. Sick Leave - A certificated employee, employed five (5) days a week shall be granted ten (10) days of sick leave each year cumulative without limit. This sick leave is transferable from district to district as provided for in the Education Code. All leave hours will be counted as follows: TK – 6 unit members who miss any time up to three (3) hours will be counted as a

half (1/2) day absence. 7-12 Unit members who miss any time up to two (2) hours will be counted as one third (1/3) day absence.

1. The District shall keep accurate up-to-date records of teachers' absences. Teachers may check with the District Office at any time regarding the current status of their sick leave.
2. Sick leave is deducted from a teacher's accumulated days for illness or injury due to accident or for personal necessity or personal discretion as specified above.
3. If a teacher's absence due to illness or accident runs over the cumulative sick leave, the teacher will be given the differential between his/her daily pay and that of the substitute, for a period not to exceed five (5) calendar months. To figure average daily pay, it must, by law, be figured as follows: Your annual base salary divided by the total number of working days elapsed between your first day of service and your last day of service as indicated on your Notice and Offer of Employment for the school year in question.
4. Credit for sick leave need not be accrued prior to taking such leave by a teacher and sick leave may be taken at any time during the school year. If a teacher does not take the full amount of sick leave as provided by law in any school year, the amount not taken shall be accumulated from year to year.
5. The District may require a medical verification of illness if any employee has been on sick leave for five (5) or more consecutive days. The verification shall not be required unless the employee is given notice by the principal/designee prior to returning from leave that such verification is needed. Employees returning to work after extended illness or injury absences (including surgery) may be required to present a medical practitioner's release to return to duty.
6. A unit member may use his/her sick leave for the illness of his/her children or parents. A unit member may use his/her sick leave for the health related appointments of his/her children or parents when such appointments are unavailable before or after the school day.

B. Personal Necessity Leave

Seven (7) days of sick leave, as provided for above, may, by law, be used for personal necessity. Personal necessity leave is non-cumulative. Two (2) days of personal necessity leave may be used by a unit member for purposes of a "compelling personal importance of such a nature that it cannot reasonably be conducted outside of working hours." Five (5) days of personal necessity leave may be used at each bargaining unit member's discretion.

C. Bereavement Leave

Teachers shall receive up to five days on account of the death of any member of his/her immediate family. Members of the immediate family, as defined for the purposes of bereavement leave only, means: the mother, father, foster parent, step parent, sister, brother,

grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, foster child, step child, of the employee or any person living in the immediate household of the employee.

D. Pregnancy Disability Leave

Any of the four months of the pregnancy disability leave granted pursuant to Government Code Section 12945, shall run consecutive to family care and medical leave granted pursuant to this article. Any pregnancy disability leave extending beyond four months, shall be verified by the employee's physician and shall run concurrently with the family care and medical leave granted pursuant to this article. (See Section I)

E. Jury Duty

Teachers summoned for jury duty shall reimburse the District the money they receive from the judicial system as compensation for their services. Employees shall keep any gas allowance they receive from the judicial system as compensation for their travel expenses to and from jury duty.

F. Catastrophic Leave

1. In the event of a catastrophic illness or injury, the District shall provide for the transfer of available sick leave from one employee to another under the provisions of this section.
2. Catastrophic illness or injury means any illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family and which incapacity requires the employee to take time off from work for an extended period of time to care for that family member.
3. A teacher may contact the Association to request donations of sick leave from other teachers when he/she has exhausted all of his/her sick leave, including personal necessity leave.
4. The Association, on behalf of the teacher, will request donations of sick days from unit members.
5. The Association will present to the District, a list of teachers willing to donate their sick leave to the requesting member. The list of donors will be presented to the District in the order that the sick days will be deducted. All sick leave donated must be for a minimum of one day.
6. The District will provide a form to each donor listed. The form will be signed by each teacher prior to any sick leave being deducted from that teacher. The form shall state the teacher's understanding that once sick leave has been transferred, those days transferred are irrevocable.

G. Industrial Accident and Illness Leave

1. The District shall provide industrial accident and illness leave at full pay and full benefits for up to sixty (60) days during which the schools of the district are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.
2. Allowable leave shall not accumulate from year to year.
3. Industrial accident and illness leave shall be reduced for each day of authorized absence regardless of temporary disability indemnity award.
4. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.
5. Industrial accident and illness leave shall be used before other leaves for the same illness or injury. Upon termination of the industrial accident and illness leave, the employee shall be entitled to use sick leave and any other paid leave. For purposes of other paid leaves, an employee's absence shall be deemed to have commenced on the date of termination of industrial accident and illness leave. If the employee continues to receive temporary disability indemnity, he/she may elect to take as much accumulated sick leave, when added to his/her temporary disability indemnity, will result in a payment of not more than his/her full salary.
6. During any paid leave of absence, an employee may endorse to the District the temporary indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall insure the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.
7. Any employee receiving industrial accident and illness leave shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state.

H. Military Leave

Employees who are enrolled in any reserve corps of the armed forces of the United States or of the National Guard, or who are inducted, enlisted, or otherwise ordered to active military duty, shall be granted such leave and military pay as is provided in the Military and Veteran's Code and Education Code. All employees who are reserve members of the armed forces are requested to make every effort to arrange for active duty for training during their vacation periods.

I. Family Care and Medical Leave

1. Full time employees who have completed one year of service, or any other employee who has completed 1,250 hours of service during the previous school year shall be granted, upon request, unpaid leave of absence pursuant to the family care and medical leave provisions of Government Code Section 12945.2. Such leave shall not exceed 12 work weeks within a 12 month period and may be granted for the purpose of caring for a new baby, a newly adopted baby, for a child, spouse, or parent with a serious health condition, or for the employee's own serious health condition. Family care and medical leave shall run after the 10 days of paid sick leave, and shall run concurrently with any accumulated sick leave, personal necessity leave, differential pay as described in this article, and every other leave but such leave is in addition to the pregnancy disability leave provided for in this article.
2. The employee shall provide reasonable advance notice to the employer of the need for family care and medical leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave is known more than thirty (30) days prior to the date a leave is to begin, the employee must provide at least thirty (30) days written advance notice. If the employee does not have thirty (30) days prior notice, the employee shall provide reasonable notice.
3. Verification by a health practitioner may be required by the employer to validate the serious health condition of the employee, child, spouse or parent. The employer may not require the health practitioner to disclose the nature of the health condition, but may require the confirmation that the family member has a serious health condition requiring the employee's care.
4. Family care leave is an unpaid leave of absence except for days which run concurrently with paid leave.
5. The employer shall maintain health insurance benefits at the employer's regular contribution level for the duration of the leave, not to exceed 12 work weeks in a 12 month period. The employer may recover the premium paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that prevents the employee from returning to duty, except that the employee remains liable for such premiums if he or she fails to return to work when able to do so.

J. Unpaid Leave of Absence

Any request for an unpaid leave of absence must be granted by the Board of Trustees. Any employee granted an unpaid leave of absence shall be entitled to the same health benefits but only if the cost of benefits is paid by the employee. At the expiration of the leave of absence, unless otherwise agreed to by the employee, the employee shall be reinstated in the position held by the employee at the time of the granting of the unpaid leave of absence.

K. Adoption Leave

The purpose of adoption leave is to provide the days necessary for adoptive parents to attend meetings, to travel to bring the child/children home, to bond with new children, and to meet with social workers whose hours are normally 9:00 AM to 3:00 PM, Monday through Friday. Adoptions may be national or international. Adoption leave will be granted each school calendar year upon request by the adoptive parent/employee and does not accumulate from year to year. An employee may use up to three (3) sick leave days and up to seven (7) personal necessity days, if available, for adoptive purposes. In addition, an employee may, if available, use up to ten (10) days of differential pay.

L. Professional Education Organizational Leave

Elected or appointed or delegates of local, state or national education organizations (WTA, CTA, NEA, PDK, CIF, CAHPERD, CLMS, CRL&A, CPGA, CELL, SRA, etc.) may be permitted to be absent from duty for up to two (2) days in any one school year for the purpose of attending local, state or national meetings of their organizations. Such leave shall be at no cost to the District other than the cost of a substitute if required. There shall be no loss of salary to the employee.

M. Family Care and Medical Leave

Beginning January 1, 2016, AB 375 provides a 12-week entitlement in conjunction with CFRA leave in addition to any other differential pay provided under preexisting statutes. Thus, an eligible employee who exhausts his/her normal five months of differential pay is also entitled to up to 12 weeks of differential pay for bonding purposes.

An eligible employee is only provided one 12-week differential pay period per maternity/paternity leave. If a school year ends before the 12-week is exhausted, the eligible employee may take the balance of the 12-week period in the subsequent school year.

A bonding leave need not be taken in one continuous period. Any leave taken must be concluded within one year of the birth or placement of the child.

Family Leave and Child Bonding Leave may be utilized by unit members as provided in the Federal Family Leave and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1991 (CFRA). Unit members have the option of taking the leave as unpaid according to the following provisions.

1. Child Bonding Leave: Eligible employees may elect to utilize up to 12-weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by the (CFRA 2016).
2. For mothers, the 12-week child bonding leave shall commence at the conclusion of any pregnancy disability leave.

3. For non-birthing parents, the 12-week child bonding leave shall commence on the first day of such leave.
4. Pursuant to Education Code section 44977.5, if an eligible employee exhausts his/her accumulated sick leave, she/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the 12-week period.

ARTICLE XI

Salaries

A. Initial Step Placement

1. Teachers new to the District will be granted up to ten years out-of-district experience credit on the salary schedule on a year-to-year basis. Step 11 will be the maximum placement for a new teacher.
2. Beginning in 2016 – 17, teachers new to the district shall be granted year for year experience credit for prior full-time teaching service in accredited educational institutions.
3. Beginning in 2016 – 17, Step 1 Column I is increased equal to Step 1 Column II.

B. Step Requirements

The advancement on the salary schedule shall be at the rate of one (1) step for each year (91 or more school days) of teaching experience.

C. Column Requirements

1. To move over a column, a teacher must submit an interest form no later than May 1 of the prior school year.
2. All units for utilization on the salary schedule must be approved by the site principal prior to the teacher completing the units with the exception of units undertaken for a course that the teacher could not reasonably have submitted the proper paperwork in a timely manner. Denied units may be reviewed by the Evaluation Committee when proper paperwork is available. (See C, 4.)
3. Any teacher enrolled in a credential or Masters program or in a Specialist Training program will not need advanced approval for each course but will need to notify the site principal by May 1 of the approximate number of units he/she will be taking. This requirement is not necessary for a teacher notified after May 1 that he/she will need to enroll in a Specialist Training program.
4. The Evaluation Committee shall be composed of two of three teachers appointed annually by WTA and two administrators appointed by the Superintendent and shall meet as needed.

5. During the summer, teachers may get approval for units from the Superintendent.
6. Verification of course completion shall be turned into the District office prior to September 10 if units are to be considered for utilization on the salary schedule for that year.
7. Units submitted with proper paperwork shall be considered by the principal or in the summer, by the Superintendent, within ten (10) working days of receipt.

D. Salary Schedule

1. 1998-99 1.64% for equivalence of 3 Staff Development days and 2.00% effective for the 1998-99 fiscal year.
2. 1999-00 5.00% effective for the 1999-00 fiscal year.
3. 2000-01 5.00% effective for the 2000-01 fiscal year, re-opener if COLA is greater than 4.00% or less than 2.00%;
4. 2000-01 an additional 2.00% effective the 2000-2001 school year.
5. 2001-02 5.00% salary increase for the 2001-02 school year.
6. 2002-03 2.00% salary increase for the 2002-03 school year.
7. 2003-04 1.50% off the salary schedule salary increase.
8. 2004-05 2.00% salary increase for 2004-05 school year effective September 30, 2004.
9. 2005-06 4.18% salary increase effective November, 2005.
10. 2006-07 5.25% retroactive to July 1, 2006.
11. 2007-08 4.50% salary increase for the 2007-08 school year.
12. 2013-14 2.00% salary increase retroactive to July 1, 2013.
13. 2014-15 2.25% increase for the 2014-15 school year.
14. 2015-16 4.00% increase for the 2015-16 school year.
15. 2016-17 3.00% increase for the 2016-17 school year.
16. 2017-18 3.081% increase for the 2017-18 school year.

E. Longevity

1. Retroactive to the November 2005 paycheck, the proposed mediated agreement would add a Step 28 to the salary schedule. Step 24 or more will receive 3.5% of Step 19. Step 28 or more will 3.5% of Step 24.
2. Beginning in 2017 – 18, Step 19 will receive 3.5% of Step 14, Step 24 will receive 3.5% of Step 19, and Step 28 will receive 3.5% of Step 24.

F. Extra Duty Pay

Effective July 01, 2007, the hourly rate for Extra Duty Pay will be \$27 an hour.

Effective July 01, 2015, the hourly rate for Extra Duty Pay will be \$35 an hour.

G. Salary and Restoration

1. Ongoing 3% salary reduction effective January 01, 2011.
2. On March 01, 2014, the salary reduction shall end, and the Salary Schedule will be restored to the Salary Schedule in effect prior to the January 01, 2011 reduction. Compensation for the 2013-14 School Year shall reflect the restored Salary Schedule and be retroactive to the beginning of the 2013-14 Fiscal Year.
3. On March 01, 2014, the restored Salary Schedule shall be increased 2% retroactive to the beginning of the 2013-14 Fiscal Year.
4. In Fiscal Year 2014-15, 2.25% shall be added to the Salary Schedule.
5. This Article (XI) is closed for FY 2013-14 & 2014-15.

H. Stipends

1. Beginning 2015-16, the Athletic Director Stipend shall be paid in full each semester.
2. Beginning in 2016-17, an ELD Coordinator Annual Stipend Level C (Annual Level D if assigned a coordinating period).
3. Beginning in 2016-17, a WHS Committed Athlete Annual Stipend Level D.

Article XI is closed for bargaining through 2017 – 18.

ARTICLE XII

Reopener Clause

- A. By the mutual agreement of the Board and/or their designee and the Association, any article or provision of this contract may be reopened at any time for the purpose of further discussion and reconsideration. The parties agree to negotiate contract articles affected by new laws. The parties also agree to discuss and, if applicable, negotiate impacts of new law.

ARTICLE XIII

Savings

- A. If any provision of this Agreement or any application thereof to any teacher is held by any state or federal court to be contrary to the law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions and applications shall continue in full force and effect.
- B. Should a provision or application be deemed invalid, as described in Paragraph A above, the Board shall reinstate any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet not later than ten (10) working days after receiving official notice of such court decision to renegotiate the provision or provisions affected.

ARTICLE XIV

Vacancies/Transfers/Reassignments/Multiple Sites

A. Vacancies

1. A vacancy is any vacated or newly created position or promotional opening.
2. The District will deliver to the Association and post in all school buildings a list of all vacancies, promotional positions and new positions in time for eligible certificated employees to apply. The list shall contain the following:
 - a. A closing date which is at least five (5) working days following the posting date.
 - b. A job description.
 - c. Qualifications necessary to meet the requirements of the position.

No assignment to fill the vacancy, promotional position or newly created position shall be made until the closing date.

3. The District shall, upon request by a unit member, notify that unit member during summer recess or period of leave of any posted openings which may arise during the summer recess or period of leave. The unit member's request must be in writing and must include a mailing address for the summer or period of leave.

4. The District shall, upon request of the unit member, deliver in writing, the reasons for the unit member not receiving the vacancy, promotional position or newly created position.
5. Teachers presently working for the District who are qualified to fill the teaching vacancy will be given preference over certificated applicants who are not District employees.

B. Voluntary Transfer/Reassignment

1. A transfer is the movement of a unit member from one school site to another school site.
2. A reassignment is the movement of a unit member from one subject area to another subject area or the change of a grade level at the same school site.
3. A unit member may submit a request for a transfer at any time including subsequent to the posting of a vacancy pursuant to the posting procedure of this Article.
4. A transfer request shall not be denied arbitrarily, capriciously, or without basis in fact.
5. If a unit member's request for a voluntary transfer is denied, the unit member shall be granted, upon request, a meeting with an administrator to discuss the reasons for the denial. If requested, the unit member shall receive written reasons for the denial.
6. Unit members who have returned from leave shall be afforded all rights provided under this section.

C. Involuntary Transfer/ Reassignment

1. Involuntary transfer/reassignments will be made for the following reasons: A decrease in the number of students, elimination of program(s) and/or funding, school closings/openings, or for reasons that are not arbitrary or capricious.

D. Assignments to Multiple School Sites starting in FY 2014-2015

1. With the exception of Special Education Teachers, School Psychologists, Counselors, School Nurses and teachers assigned to Independent Studies, unit members assigned to more than one school shall receive one multiple site annual stipend. (Note: This does not limit the unit member from earning other district dispend.) Teachers whose multiple school assignment is limited to grades 9-12 shall receive a Level D annual stipend. Teachers whose multiple school assignment extends beyond grades 9-12 shall receive a Level C stipend.
2. If a teacher is being assigned to teach at more than one campus, a district administrator will meet with the affected teacher, and a bargaining unit representative, to explain the rationale for the multiple school assignment.

3. Teachers assigned to more than one campus shall have adjunct duties only at the campus in which the majority of their assignment exists and shall not exceed the adjunct duties of a regularly assigned teacher at that campus, or, the teacher can assume a prorated share of adjunct duties on the campuses assigned.
4. When a time conflict exists due to the changes in bell schedules that adversely affect the teacher's ability to be present in their assigned classroom, it will be the responsibility in these instances for the administration to find coverage for the class.

ARTICLE XV

Staff Development Days

- A. The administration shall consult with the Association regarding the agenda for staff development days.
- B. Each school site council may assist in organizing staff development days. Representatives of teachers on each school site council shall be selected by the teachers at each school site.
- C. Staff development agendas may include the following:
 1. Needs indicated in school site or district plans;
 2. District focus areas or needs;
 3. Needs expressed by curricular planning teams;
 4. Articulation within or between grade levels as determined by the grade level.

ARTICLE XVI

Job Sharing

- A. Eligibility
 1. Any two tenured, certificated employees proposing to share one position must submit before March 1 of every school year, their job sharing proposal to the site principal. Mutual agreement between the tenured employees, the principal and the superintendent must occur before approval. Employees in shared assignments shall be evaluated per Article XXIII and be subject to transfer and reassignment per Article XIV.
- B. Compensation
 1. Each employee who shares a position shall receive salary and benefits on a proportional basis. Salary schedule credit for each year of service shall be granted on the proportional basis e.g., one step for every two years in a job sharing position.

C. Absences

1. If a substitute is required, the other employee will assume responsibility for the class whenever possible. A job sharing employee who substitutes for any class during his/her unassigned time will receive substitute pay. Should an employee become unable to fulfill his/her obligation for reasons which may include death, prolonged illness, disability or resignation, the other employee shall assume whenever possible, the shared position full time for the remainder of the school year. Whenever an employee assumes full time responsibility for a job share assignment, he/she shall receive salary prorated on a full time position.

D. Return to Full-time Position

1. Prior to the first year, each employee hired in a job share position shall request a part time leave of absence. Teachers electing to continue job sharing after the first year shall resign whatever percentage of their full-time position that is not necessary for their continued employment as a part-time employee in a job sharing position. Any such resignation shall not affect seniority. In the event either employee requests to return to full-time status after more than one year in a shared position, each request shall be granted providing a full-time position for which the employee is qualified for is available.
2. Upon the termination of job sharing assignment, if there is not a vacancy available besides the position currently occupied by the two employees, the position currently being shared shall be assigned to the most senior employee. In the event that both employees have the same hire date, the tie shall be broken by a drawing.

E. Adjunct and Non-Classroom Instructional Duties

1. Job sharing employees shall be required to participate in adjunct duties as deemed appropriate by the District to fulfill their professional responsibilities. Such activities may include parent conferences, Back to School Night, Open House, faculty and grade level meetings, extra duty days, and in-services including staff development days. Each employee shall be responsible for all official records such as attendance, student progress reports, and report cards.

ARTICLE XVII

Specialist Training

- A. The District shall pay for required University courses on bilingual, special day, resource teachers, language development, and reading specialists when the District requests a teacher to teach classes in one of the above areas or when a teacher signs a commitment to pursue a specialized competency or credential. Teachers will receive credit on the salary schedule for units so completed. The District will pay the California State University per unit rate and any other costs directly related to the course (textbooks, etc) upon presentation of receipts thereof to the District Office.

- B. If a teacher voluntarily leaves the District within four years of the start of the above District sponsored specialist program, reimbursement will be made according to the following:
1. Prior to the end of the first year of service after the program entrance - 100%.
 2. Prior to the end of the second year of service after program entrance - 75%.
 3. Prior to the end of the third year service after program entrance - 50%.
 4. Prior to the end of the fourth year of service after program entrance - 25%.
 5. After four years of service, no reimbursement is due.
- C. It is understood that certain unforeseen circumstances may arise that may precipitate a teacher's withdrawal from the program or resignation from the District. Each case will be evaluated individually by the District Credential Committee on its own merits.

ARTICLE XVIII

Safety

- A. Each site shall have a safety committee composed of two teachers, a maintenance employee and the principal/designee which shall meet within 24 hours of receipt of a notification of unsafe or hazardous conditions.
- B. Safe Working Conditions
1. Teachers shall promptly report in writing conditions that come to their attention.
 2. Upon written notification to the Principal, the District shall eliminate or correct any condition deemed unsafe or hazardous by the site safety committee or any regulatory agency.
 3. Teachers shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well being as determined by the site safety committee or any other regulatory agency.
 4. The District shall comply with provisions of the California Occupational Safety and Health Act, as amended (California Labor Code Sections 6300 et seq.) and regulations relating thereto (8 California Administrative Code Sections 330, et seq.).
- C. Upon the acceptance of an offer of employment, the District agrees to pay for a new bargaining member, on a one time basis, any fingerprinting required by the District as a condition of employment. Any fingerprinting required by the Commission on Teacher Credentialing or other public agency is the responsibility of each bargaining unit member.

- D. The District agrees to pay for any TB skin test required as a condition of employment when completed by District approved providers.

ARTICLE XIX

Teacher Support/Peer Assistance and Review

Part I. Peer Assistance and Review Definitions and Program Outline

- A. Teacher support that includes the Peer Assistance and Review Program (“Program”) allows exemplary teachers to assist certain permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods.

1. The extent of the Program's assistance and review depends on whether the participating teacher is a beginning teacher, a volunteer permanent teacher, or a permanent teacher who has received an unsatisfactory evaluation. This assistance shall not involve the participation in the annual evaluation of certificated unit members as set forth in Article XXIII of the contract and Education Code 446600, et seq., except for making available to the evaluator the results of a unit member's participation in the Program who has been referred pursuant to Section I (B).

2. The Program resources shall be utilized in the following priority: first, for Participating Teachers with an unsatisfactory evaluation; second, for

Beginning Teachers; third, for Voluntary Participating Teachers on their evaluation cycle; and finally, for other Voluntary Participating Teachers.

3. Definitions for purposes of the document:

- a. “Classroom Teacher” or “Teacher”
Any certificated employee who is covered by Article XXIII, “Evaluation”, of the Agreement.
- b. “Participating Teacher”
A certificated teacher who is a classroom teacher who either volunteers or is required under this contract to participate in the Program.
- c. “Consulting Mentor/Teacher”
An exemplary teacher meeting the requirements below who is selected by the Joint Panel to provide Program assistance to a Participating Teacher.
- d. “Beginning Teacher”
Any certificated teacher having probationary or temporary status requesting peer assistance.
- e. “Voluntary Participating Teacher”

Any certificated teacher with permanent status requesting peer assistance.

f. “Participating Teacher With An Unsatisfactory Evaluation”

A certificated teacher with permanent status who’s most recent performance Evaluation contained an unsatisfactory rating in “Planning/Designing Instructional Experiences” or in any two of the other five performance criteria on the final Summative Evaluation Form.

g. “Principal” or “Evaluating Principal”

The certificated administrator appointed by the District to evaluate a certificated teacher.

h. “Joint Panel”

The governing group that administers the Program.

B. Program Outline - Participating Teachers With An Unsatisfactory Evaluation

1. Any permanent teacher with an unsatisfactory rating in “Instructional Techniques and Strategies” or in any two performance criteria must participate in the Program.
2. The Consulting Mentor/Teacher's assistance and review shall focus on the specific areas recommended for improvement by the Participating Teacher's evaluator after the Participating Teacher receives any unsatisfactory rating(s).
 - a. These recommendations shall be written, aligned with student learning, clearly stated, and consistent with Education Code section 44662. These recommendations shall be considered as performance goals required by Education Code sections 44664(a) and 44500(b)(2).
 - b. The Principal and the Consulting Mentor/Teacher assigned to the Participating Teacher shall meet and discuss the recommended areas of improvement outlined by the Principal and the types of assistance that should be provided by the Consulting Mentor/Teacher.
 - c. The Consulting Mentor/Teacher and the evaluating Principal are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Participating Teacher.
 - d. The Consulting Mentor/Teacher and the Participating Teacher shall meet to discuss the plan for assistance. After that meeting, the consulting Mentor/Teacher will provide the assistance.
3. Before April 1 of each year, the Consulting Mentor/Teacher shall complete a written report assessing the teacher's participation in the Program consisting solely of: (1) a description of the assistance provided to the Participating Teacher; and (2) a description of the results of the assistance in the targeted areas. This report shall be submitted to the Joint Panel, with a copy and also

submitted to the Participating Teacher and the Principal. This report shall only be prepared for teachers referred per Section I (B) above.

4. The results of the teacher's participation in the Program shall be made available as part of the Participating Teacher's annual evaluation.
5. The teacher will continue participating in the Program until the Joint Panel determines the teacher no longer benefits from participation in the Program, or the teacher receives a satisfactory evaluation, or the teacher is separated from the District. The District has the sole authority to determine whether the Participating Teacher has been able to demonstrate satisfactory improvement
6. The Consulting Mentor/Teacher shall conduct multiple classroom observations of each Participating Teacher.
7. The Joint Panel will make an annual report to the Governing Board and the Association regarding the Program's impact, improvements to be made in the Program, and any recommendations regarding Program participants, including forwarding the names of the permanent teachers with unsatisfactory evaluations who, after assistance, are unable to demonstrate satisfactory improvement.

C. Beginning Teachers

1. A Consulting Mentor/Teacher may be assigned to one or more Beginning Teachers to provide assistance.
2. The Consulting Mentor/Teacher and the evaluating Principal shall have a cooperative relationship and shall coordinate the assistance provided to the Beginning Teacher.
3. Because Beginning Teacher participation in the Program is not legally mandated, neither the Consulting Mentor/Teacher nor the Joint Panel will make written reports regarding Beginning Teachers, nor forward to the Board the names of Beginning Teachers who participated in the Program. The Consulting Mentor/Teacher shall provide an annual assessment of the Program's overall effectiveness and specific areas for improvement in the Program to the Joint Panel. The Joint Panel will annually report to the Governing Board and WTA on the overall effectiveness of the Program for Beginning Teachers.

D. Voluntary Participating Teachers

1. Any permanent teacher may request to utilize a Consulting Mentor/Teacher's assistance.
2. Voluntary Participating Teachers are expected to be high performing

individuals who wish to grow and learn with the assistance from a peer, or who may be seeking assistance due to a change in assignment or due to the institution of new curriculum. The program for Voluntary Participating Teachers will focus on practical application of certain teaching skills or the acquisition of a new subject matter. Each year the Joint Panel, in consultation with the District administration, may select certain curricular areas or skills for emphasis with a select number of Consulting Mentor/Teachers.

3. The volunteering teacher must first submit to the evaluating Principal a written plan for an alternative evaluation, including the name of any preferred Consulting Mentor/Teacher. If the plan is approved by the Principal and involves a Consulting Mentor/Teacher, the plan will be submitted to the Joint Panel for the assignment of a Consulting Mentor/Teacher. The Consulting Mentor/Teacher shall meet with the Principal and the Voluntary Participating Teacher for planning and coordinating the plan.
4. Because permanent teachers with satisfactory performance are not mandated by law to participate in the Program, neither the Consulting Mentor/Teacher nor the Panel will forward to the Board the names of Voluntary Participating Teachers. Any reports to the Governing Board or to the Joint Panel will be made only as required by the individual plan.

Part II. Governance and Program Structure

E. Joint Panel

1. The Program will be administered by a Panel consisting of five members, three certificated classroom teachers selected by the Association, and two administrators appointed by the District. Qualifications for the teacher representatives shall be the same as those for Consulting Mentor/Teachers as set forth below, and they shall be selected by the Association. A Panel member's term shall be three years, except the first terms of the teacher members will be one two-year term and two three-year terms.
2. The Joint Panel will make all decisions through consensus in the areas of appointments, reports and recommendations to the Governing Board, including Program plan and budget. Failing consensus, these decisions will be made by super majority vote. Four of the five Panel members will constitute a quorum for purposes of meeting and conducting business.
3. When the Joint Panel is not meeting on District release time, each teacher representative will be paid in the 2000-2001 school year at a rate of \$20.00 per hour. The Joint Panel will recommend to the IBB team any change in the amount or type of payment to panel members.
4. The Joint Panel's primary responsibilities involve establishing the annual Program and budget, and selecting and overseeing the Consulting Mentor/Teachers. In addition, the Panel is responsible for:

- a. submitting to the Governing Board and to WTA an annual evaluation of the Program's impact including recommendations regarding Participating Teachers with unsatisfactory evaluations, and if necessary, forwarding names of individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement;
- b. assigning the Consulting Mentor/Teacher;
- c. reviewing Consulting Mentor/Teacher reports on Participating Teachers;
- d. evaluating the effectiveness of Consulting Mentor/Teachers;
- e. coordinating with the District to provide training for Consulting Mentor/Teachers, for Panel members, and where appropriate, for Participating Teachers;
- f. forwarding to the Personnel Office at the end of the year all the records regarding the Program that shall be filed separately from the individual personnel records;
- g. establishing internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this document, including a procedure for selecting the Joint Panel's chair.
- h. By May 1st of each year, the Panel will establish a Program plan and budget for the succeeding year, which will include:
 - 1) estimated state revenues for the Program;
 - 2) estimated expenditures;
 - 3) projected number of Participating Teachers;
 - 4) projected number of Consulting Teachers needed to service the projected need;
 - 5) projected release time for the Panel and Consulting Mentor/Teachers;
 - 6) estimated pay for Consulting Mentor/Teachers that is consistent with the pay parameters established by the negotiating parties;
 - 7) projected costs for training, administrative overhead, and if necessary, legal and consulting assistance.

F. Consulting Mentor/Teachers

1. Minimum qualifications for Consulting Mentor/Teacher:

- a. credentialed classroom teacher with permanent status, NCLB highly-qualified status (effective 7/1/2006), and at least five years of recent teaching experience;

- b. demonstrated exemplary teaching ability, as indicated by among other things, effective communication skills, subject matter knowledge, knowledge and commitment to District curricular goals and standards, and mastery of a range of teaching strategies necessary to meet student needs in different contexts;
 - c. demonstrated ability to work cooperatively and effectively with other teachers and administrators, effective leadership skills, and experience in working on school or District committees.
- 2. Consulting Mentor/Teacher positions shall be filled by the District posting the position. Each applicant will be required to submit a completed application, which shall include at least three references from individuals who have direct knowledge of the applicant's abilities for the position. A reference from a Principal is preferred, although not necessary. All applicants and references will be treated with confidentiality and will not be disclosed except as required by law. The Joint Panel will make the selection(s), which will be forwarded to the Superintendent. The Panel's procedures for selecting Consulting Mentor/Teachers may include provisions for classroom observation of Consulting Mentor/Teacher candidates.
- 3. Consulting Mentor/Teachers shall provide assistance to Participating Teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods. This assistance may include, but not be limited to the following activities:
 - a. providing consulting assistance to improve in the specific areas targeted by the evaluating Principal or by the District's Teaching Standards;
 - b. meeting and consulting with the Principal or designee regarding the nature of the assistance being provided;
 - c. observing the Participating Teacher during periods of classroom instruction;
 - d. allowing the Participating Teacher to observe the Consulting Mentor/Teacher or other selected teachers;
 - e. attending specific training in specified teaching techniques or in designated subject matter;
 - f. demonstrating good practices to the Participating Teacher;
 - g. maintaining appropriate records of each Participating Teacher's activities and progress.

4. Three Consulting Mentor/Teachers will each be paid a sliding-scale stipend of:
 - \$2,000 for mentoring one participating teacher;
 - \$4,000 for mentoring two participating teachers; and,
 - \$6,000 for mentoring three participating teachers.The Joint panel will make a recommendation regarding the number of Consulting Mentor/Teachers for each school year.
5. Each year the number of consulting/mentor teachers will be determined by the joint panel based on district need. Payment to consulting/mentor teachers will be determined by the IBB team and the joint panel.
6. Fifty-percent (50%) of the stipend will be paid in accordance with the district payroll cycle for the mid-year stipends which is January 10th.
7. The teacher shall be paid the remaining balance of the stipend June 10th provided all duties and responsibilities have completed to the satisfaction of the Superintendent or designee by June 1st.

G. Other Program Provisions

1. Functions performed by unit members under this document shall not constitute either management or supervisory functions as defined by Government Code section 5340.1, subsections (g) and (m).
2. Unit members who perform functions as Consulting Teachers or Panel members under this document shall have the same protection from liability and access to appropriate legal defense as other public school employees pursuant to Division 3.6 (commencing with Section 810 of the California Government Code).
3. Program activities will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, et seq.). The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.
4. Program records will be treated as confidential and will not be disclosed except as required by law.
5. Program records will be stored separately from the individual personnel records except as set forth above.
6. Should a mentor/consulting teacher be unable to complete the duties and responsibilities in his/her year of service, any alternate consultant mentor will be recommended by the Joint Panel.
7. When more than one Consulting Mentor Teacher provides services in any given month to the same participating teacher, the stipend amount for that month will be pro-rated on a daily basis.

ARTICLE XX

Retirement Incentives

(The following provisions sunset on June 30, 2018)

- A. Beginning in 2012-13, teachers who have at least 20 years of full-time service in the district, and
- will be 59 years of age or older by July 31st following their final year of service, and
 - notify the district no later than December 31st in their final year of service,
- will receive an annual sum of \$5,000 towards health benefits each year until age 65 (or annual cash payment, or lump sum cash equivalent in advance)**.

Age	Retire (59)	Retire (60)	Retire (61)	Retire (62)	Retire (63)	Retire (64)
59	\$5,000*					
60	\$5,000	\$5,000*				
61	\$5,000	\$5,000	\$5,000*			
62	\$5,000	\$5,000	\$5,000	\$5,000*		
63	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000*	
64	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5000*

*or portion thereof:

*[# of days from last day of paid benefits (July 31) until next birthday]
365 days

X \$5,000

- B. Beginning in 2012-13, teachers who have at least 15 years but less than 20 years of full-time service in the district, and
- will be 59 years of age or older by July 31st following final year of service, and
 - notify the district no later than December 31st in their final year of service,
- will receive an annual sum of \$3,000 towards health benefits each year until age 65 (or annual cash payment, or lump sum cash equivalent in advance)**.

Age	Retire (59)	Retire (60)	Retire (61)	Retire (62)	Retire (63)	Retire (64)
59	\$3,000*					
60	\$3,000	\$3,000*				
61	\$3,000	\$3,000	\$3,000*			
62	\$3,000	\$3,000	\$3,000	\$3,000*		
63	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000*	
64	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000*

*or portion thereof:

*[# of days from last day of paid benefits (July 31) until next birthday]
365 days

X \$3,000

** IRS rules apply. Lump sum cash equivalent is discounted by the net-present-value method using the WSJ published prime rate.

C. Retirement incentives sunset June 30, 2018.

Article XX is closed through 2018 – 19.

ARTICLE XXI

Complaints Against Certificated Employees

Complaints Concerning School Personnel

A complaint shall be defined as an alleged misapplication of the District's policies, regulations, rules or procedures.

The following is the procedure for handling complaints by students, parents or individuals against certificated personnel.

Step 1. A complaint should be made directly by the complainant to the person against whom the complaint is lodged.

Step 2. If the complaint is not resolved, the complainant shall first speak to the site principal.

Step 3. If the complaint after review is not resolved, the complainant will be requested to put the complaint into writing and to direct it to the employee's principal. A copy of the complaint shall be given to the employee.

Step 4. If the complaint, after review by the principal, remains unresolved, the principal shall refer the written complaint, together with a report and analysis in the situation, along with any written response by the employee, to the Superintendent.

Step 5. A copy of the Superintendent's decision will be given to the complainant and the employee. The Superintendent's decision shall be final unless the complainant, the employee or the Superintendent requests a hearing before the Board on the complaint. If the employee so requests, an open hearing will be held.

If the complainant fails to put the complaint in written form as required by Step 3, following consultation between the District and the employee's representative, the complaint will be considered dropped by the District unless the District is subject to legal reporting requirements.

If the complaint reaches the Board, the following procedures will take place:

1. No hearing, either open or closed, will be held by the Board on any complaint unless the Board has received the Superintendent's written report concerning the complaint. Unless the employee requests an open session, any closed session held by the Board on such a complaint must be preceded by a 24 hour written notice of the meeting to the employee.

The Superintendent's report shall contain the following:

- a. The names concerned in the case.
 - b. A brief summary of the complaint and facts surrounding it, sufficient to inform the Board of the precise nature of the complaint.
 - c. A copy of the signed original complaint.
 - d. A summary of the action taken, if any, by the Superintendent.
 - e. A brief statement describing why the disposition of the case has not been possible at the Superintendent's level.
 - f. Any statement submitted by the certificated employee in response to the complaint.
2. The decision of the Board following a hearing shall be final.
 3. No oral complaints initiated at a Board meeting against a certificated employee will be heard by the Board at that meeting.

ARTICLE XXII

Evaluation Procedure

A. Teacher Performance - Evaluation and Assessment Guidelines

1. The district shall evaluate employee performance and pupil achievement of expected standards as reasonably related to:
 - a. Engaging and supporting students in learning
 - b. Creating and maintaining effective environments for student learning
 - c. Understanding and organizing subject matter for student learning
 - d. Planning instruction and designing learning experiences for students
 - e. Assessing student learning
 - f. Developing as a professional educator
2. The evaluation of employee performance shall not include the use of publishers' norms established by standardized tests.

B. Formal Evaluation

1. Frequency - A probationary teacher shall be evaluated at least every year. Except as provided below, a tenured teacher shall be evaluated every other year unless his/her evaluation indicated "does not meet" District standards. A permanent teacher who has been employed ten (10) years with the District, who is a highly qualified teacher as defined in 20 USC section 7801, and whose previous evaluation was not rated as "needs improvement" or "unsatisfactory," may be evaluated at least every five (5) years if agreed upon between the teacher and the evaluator. The teacher or the evaluator may withdraw consent to this arrangement at any time.

2. Timelines.

- a. An employee to be evaluated shall be furnished copies of evaluation materials and advised of the criteria upon which the evaluation is to be based, and notified of the identity of his/her evaluator no later than October 1 of the year in which the evaluation is to take place.
- b. The employee being evaluated and the evaluator shall meet no later than October 15 to decide when the formal observation(s) shall occur.
- c. The evaluation shall be reduced to writing and a copy transmitted to the certificated employee no later than thirty (30) calendar days before the last school day scheduled on the school calendar adopted by the District for the school year in which the evaluation takes place.

3. Observation.

- a. A formal observation includes a pre-observation conference between the evaluator and the employee to mutually develop goals and objectives for a scheduled observation of not less than thirty (30) minutes. Following the observation, the employee shall receive a written evaluation summary within five (5) working days and may exercise the option of having a meeting with the evaluator.
- b. An informal observation is defined as an informal visit to the classroom by the principal or superintendent. Informal classroom observations, as part of the biennial evaluation process, may be part of the formal evaluation.

4. Performance. The evaluation shall include recommendations, if necessary, as to the areas of improvement in the performance of the employee. In the event an employee is not performing his/her duties in a manner according to the standards prescribed by the District, the evaluator shall notify the employee in writing of such facts and describe the performance that does not meet District standards. The evaluator shall confer with the employee making specific recommendations as to areas of improvement in the employee's performance and endeavor to assist the employee in such performance. When any permanent employee has received an evaluation that does not meet District expectations, the evaluator shall annually evaluate the employee until the employee meets District expectations.
5. Employee Response. The employee shall have the right to initiate a written reaction or response to the evaluation. The response shall become a permanent attachment to the employee's personnel file. Before the last school day scheduled on the school calendar adopted by the District for the school year, a meeting shall be held between the employee and the evaluator to discuss the evaluation.
6. Summary. In preparing the evaluation summary for placement in the unit member's file, the evaluator shall rely primarily upon data collected through classroom observation and evaluation conferences. Any deficiencies which may have been brought to the attention of the unit member, and subsequently corrected to meeting

district expectation, shall only be included in the evaluation if the correction is described.

7. Remediation

- a. A rating of an employee's performance which does not meet District expectations in the area of teaching methods or instruction may include the requirement that the employee shall, as determined necessary by the evaluator, participate in a program designed to improve appropriate areas of employee's performance and to further pupil achievement and the instructional objectives of the District.
 - b. If a teacher does not meet District expectations in an observation or evaluation, the evaluator shall take positive action to assist the employee in correcting any cited deficiencies. The evaluator's role to assist the employee shall include, but not be limited to, the following:
 - 1) Specific recommendations for improvement.
 - 2) Direct assistance to implement such recommendations.
 - 3) Time schedule to monitor progress.
8. An employee shall not be held accountable for any aspect of the educational program over which he/she has no authority to resolve.
9. A non-administrative certificated employee shall not be used as an evaluator.
10. Nothing precludes an administrator from observing or conferencing with an employee regarding performance on the "off-year" of a permanent teacher's evaluation cycle. If following three conferences between the administrator, the employee and, if specifically requested by the employee, the employee's representative, the administrator concludes that the employee is still not meeting District standards during the "off-year", a formal evaluation as described above may be initiated. This evaluation shall be limited to the areas in which the administrator concludes the employee is not meeting district standards.

ARTICLE XXIII

Benefits

- A. 1999-00 District paid benefits, subject to the \$6,600 limitation, shall include health, dental and vision benefits.
- B. Beginning 1999-00, dental coverage will increase to an annual maximum of \$2000 per individual.
- C. 2000-01 benefits shall be the same as 1999-00, subject to reopeners.

- D. 2001-02 District paid benefits, subject to the \$6,930 limitation, shall include health, dental and vision benefits.
- E. Effective December 31, 2004, District paid benefits for health, dental and vision coverage shall be increased by an amount equivalent to a 2% increase on the certificated salary schedule. This amount will increase the District's annual contribution to health benefits to \$9,840.00.
- F. Effective October 01, 2014 the District paid benefits for health, dental and vision coverage shall increase by \$360. Effective October 01, 2014 the annual District contribution for health, dental and vision coverage is \$10,200.00. This Article (XXIII) is closed for FY 2013-2014 and 2014- 2013.
- G. Effective October 01, 2015 the annual District contribution for health, dental and vision coverage will increase by \$240 to \$10,440. Effective October 01, 2016 the annual District contribution for health, dental and vision coverage will increase by \$240 to \$10,680. This Article (XXIII) is closed for FY 2015-16 and 2016-17.
- H. Effective October 01, 2017, the annual District contribution for health, dental and vision coverage will increase by \$240 to \$10,920.

ARTICLE XXIV

High School Department Chairperson

- A. The position of "Department Chairperson" exists at the comprehensive high school site.
- B. Site teachers associated with a particular high school department may, as a department, recommend to the site principal a candidate for the position of Department Chairperson.
- C. Department Chairmen are to be district teachers and are to be appointed by the site principal.
- D. The position of Department Chairperson is subject to the individual bargaining unit member accepting the position.
- E. Duties of Department Chairperson
 - 1. Administer department budget
 - 2. Order materials and supplies
 - 3. Conduct process for textbook adoption
 - 4. Facilitate the development of curricular scope and sequence
 - 5. Disseminate information
 - 6. Conduct department meetings
 - 7. Serve on Ad Hoc Committee
 - 8. Coordinate vertical articulation and planning
 - 9. Assist with Freshmen Orientation
 - 10. Assist with Senior Awards and Scholarships

11. Serve as a liaison with site administration
12. Serve on WASC leadership teams
13. Review IEP's (Special Education only)
14. Other duties as assigned

I. Programs with Department Status

1. Visual and Performing Arts
2. World Languages
3. Career Department (Computer Science, Child Development, ROP, Work Experience)
4. Science and Agriculture
5. Social Science
6. Mathematics
7. English/Language Arts & English Language Development (ELD)
8. Health and Physical Education
9. Special Education

J. A program that consists of eight (8) or more sections may apply for department status.

I. A Department Chairperson will receive an annual stipend consistent with the (E) category of stipends on the stipend schedule. (See Appendix B-1)

ARTICLE XXV

Summer School

- A. Summer school teachers shall be compensated at the Extra Duty compensation rate of \$27/hour. Beginning July 01, 2015, summer school teachers shall be compensated at \$35/hr.
- B. District teachers who meet qualifications and possess appropriate credentials shall fill summer school teaching positions.
- C. Summer school assignments shall be based upon, but not limited to, District-wide seniority, teaching experience, prior summer school teaching experience, and the credentials necessary to perform the service. Assignments will not be made in an arbitrary and capricious manner.
- D. The District shall provide the necessary materials as required.

ARTICLE XXVI

Class Size

Elementary and Intermediate School student-classroom teacher class sizes shall be established pursuant to the following staffing ratios:

A. TK-3 and 4-6 shall be computed separately.

B. TK-3 Class Size:

As a condition of receiving the additional funding grant for TK-3 Grade Span Adjustment (GSA) under the Local Control Funding Formula ("LCFF"), the District is required to make progress toward maintaining an average class enrollment of not more than 24 pupils for each school site in kindergarten and grades 1 to 3 upon full implementation of the LCFF (currently 2020), as such progress is defined in Education Code section 42238.02. The parties intend for the District to be in compliance with this law as interpreted by 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).

However, the law authorizes a district and its certificated union to negotiate an alternative annual class size enrollment for each school site (Education Code section 42238.02 (d) (3) (B and D)). Therefore, the District and WTA agree that effective 2014-2015 and until otherwise negotiated, the District shall implement an alternative annual average class size enrollment for grades TK-3 at each school site. The grades TK-3 maximum average class size enrollment at each school site shall be no higher than 25:1, unless the teacher is compensated for enrolled students in excess of 25 as provided for in this article.

If at any time the District learns that compliance with the foregoing contractual provisions will likely result in penalties which would reduce or eliminate the additional funding grant for TK-3 Class size reduction, the parties agree to meet and negotiate to discuss and implement a mutually agreed solution. If the District in fact ceases to receive the additional funding grant for TK-3 GSA, these class-size limitations shall be suspended until funding is restored. However, the GSA language will remain in effect until the end of the school year in which the district is notified that GSA funding will cease.

C. Grades 4-6 Class Size:

No individual classroom in grades 4 through 6 will exceed 30 students enrolled, unless the teacher is compensated for enrolled students in excess of 30 as provided for in this article.

D. Class Size Stipends:

The District will strive to maintain class sizes as set forth above. In the case where an individual class size exceeds the limits set forth above, the unit member who is the teacher of record of that class shall be compensated for having a larger class as follows:

E. Special Education:

WATERFORD UNIFIED SCHOOL DISTRICT

2016-17

CERTIFICATED SALARY SCHEDULE

Board Approved: 9-Jun-16

(District/Union 1st Yr of 2-Yr Agreement date: April 11, 2016)

Effective: 1-Jul-16

(Fully Ratified by WTA on June 09, 2016)

3.00% Pay raise

(Teacher salary Step I, Col I raised to Step I Col. II)

1.0300

I 24 UNITS			II 36 UNITS		III 48 UNITS		IV 60 UNITS		V 72 UNITS	
1	49,488		49,488	0	51,484	1,997	53,481	1,997	55,478	1,997
2	49,488	0	51,484	1,997	53,481	1,997	55,478	1,997	57,475	1,997
3	51,484	1,997	53,481	1,997	55,478	1,997	57,475	1,997	59,471	1,997
4	53,481	1,997	55,478	1,997	57,475	1,997	59,471	1,997	61,468	1,997
5	55,478	1,997	57,475	1,997	59,471	1,997	61,468	1,997	63,465	1,997
6	58,899	3,421	60,896	3,421	62,893	3,421	64,890	3,421	66,886	3,421
7	60,896	1,997	62,893	1,997	64,890	1,997	66,886	1,997	68,883	1,997
8	62,893	1,997	64,890	1,997	66,886	1,997	68,883	1,997	70,880	1,997
9			66,886	1,997	68,883	1,997	70,880	1,997	72,877	1,997
10					70,880	1,997	72,877	1,997	74,874	1,997
11							76,298	3,421	78,295	3,421
12							78,295	1,997	80,292	1,997
13									82,289	1,997
14									84,285	1,997
19								102.75%	86,603	2,318
24								103.50%	89,634	3,031
28								103.50%	92,771	3,137

1.2 FTE School Psychologist (190 work days/8 hours per day)*

1.2 FTE H.S. Counselor (195 work days/8 hours per day)*

1.2 FTE School Nurse ((190 work days)/8hrs/day)*

1.05 FTE Speech Therapist (190 work days)*

1.16 FTE Agriculture Teacher (215 work days)*

Stipends

Masters' Degree..... 1,000

Reading Specialist**..... 1,000

Special Education Specialist**..... 1,000

BCLAD**..... 1,000

*Work year beyond 182 days is contingent upon annual funding.

**To receive a stipend a teacher must be assigned to a class requiring the specialist credential

Longevity

Employees on Steps 19 to 23 will receive 2.75% of Step 14 and employees on

Step 24 or more will receive 3.50% of Step 19.

Step 28 or more will receive 3.50% of Step 24.

Health Benefits are capped at \$10,680 with no restrictions EFFECTIVE 10/01/16

WATERFORD UNIFIED SCHOOL DISTRICT2016-17CERTIFICATED SALARY SCHEDULE - cont.**1.2 FTE employees converted to 1.0 FTE salary schedule****1.0 FTE SCHOOL PSYCHOLOGIST ((190 work days)/8hrs per day)***

[[Listed as 1.2 FTE on upper salary schedule]]

1.0 FTE H.S. COUNSELOR ((195 work days)/8hrs/day)

[[Listed as 1.2 FTE on upper salary schedule]]

1.0 FTE SCHOOL NURSE ((190 work days)/8hrs/day)

[[Listed as 1.2 FTE on upper salary schedule]]

1.2

Adjusted according to the Collective Bargaining Agreement Schedule of Furlough Days.

STEP	<u>I</u>		<u>II</u>		<u>III</u>		<u>IV</u>		<u>V</u>	
	<u>24 UNITS</u>		<u>36 UNITS</u>		<u>48 UNITS</u>		<u>60 UNITS</u>		<u>72 UNITS</u>	
1	59,385		59,385	0	61,781	2,396	64,177	2,396	66,574	2,396
2	59,385	0	61,781	2,396	64,177	2,396	66,574	2,396	68,970	2,396
3	61,781	2,396	64,177	2,396	66,574	2,396	68,970	2,396	71,366	2,396
4	64,177	2,396	66,574	2,396	68,970	2,396	71,366	2,396	73,762	2,396
5	66,574	2,396	68,970	2,396	71,366	2,396	73,762	2,396	76,158	2,396
6	70,679	4,106	73,075	4,106	75,472	4,106	77,868	4,106	80,264	4,106
7	73,075	2,396	75,472	2,396	77,868	2,396	80,264	2,396	82,660	2,396
8	75,472	2,396	77,868	2,396	80,264	2,396	82,660	2,396	85,056	2,396
9			80,264	2,396	82,660	2,396	85,056	2,396	87,452	2,396
10					85,056	2,396	87,452	2,396	89,848	2,396
11							91,558	4,106	93,954	4,106
12							93,954	2,396	96,350	2,396
13									98,746	2,396
14									101,142	2,396
19									103,924	2,781
24									107,561	3,637
28									111,326	3,765

SALARY SCHEDULE CHANGED FOR QSS PAYROLL SYSTEM INPUT, ONLY.

WATERFORD UNIFIED SCHOOL DISTRICT

2017-18

CERTIFICATED SALARY SCHEDULE

Board Approved: 9-Jun-16

(District/Union 2nd Yr of 2-Yr Agreement date: April 11, 2016)

Effective: 1-Jul-17

(Fully Ratified by WTA on 09 Jun 2016)

3.081% Pay raise (2 Work days added: $(0.5405\% + 0.5405\% + 2.00\%) = 3.081\%$)**1.03081**

(Health Cap raised \$240 to \$10,920 (Oct. 1, 2017))

	I 24 UNITS		II 36 UNITS		III 48 UNITS		IV 60 UNITS		V 72 UNITS	
1	51,012		51,012	0	53,071	2,058	55,129	2,058	57,187	2,058
2	51,012	0	53,071	2,058	55,129	2,058	57,187	2,058	59,246	2,058
3	53,071	2,058	55,129	2,058	57,187	2,058	59,246	2,058	61,304	2,058
4	55,129	2,058	57,187	2,058	59,246	2,058	61,304	2,058	63,362	2,058
5	57,187	2,058	59,246	2,058	61,304	2,058	63,362	2,058	65,420	2,058
6	60,714	3,527	62,772	3,527	64,831	3,527	66,889	3,527	68,947	3,527
7	62,772	2,058	64,831	2,058	66,889	2,058	68,947	2,058	71,006	2,058
8	64,831	2,058	66,889	2,058	68,947	2,058	71,006	2,058	73,064	2,058
9			68,947	2,058	71,006	2,058	73,064	2,058	75,122	2,058
10					73,064	2,058	75,122	2,058	77,180	2,058
11							78,649	3,527	80,707	3,527
12							80,707	2,058	82,766	2,058
13									84,824	2,058
14									86,882	2,058
19								103.50%	89,923	3,041
24								103.50%	93,070	3,147
28								103.50%	96,328	3,257

1.2 FTE School Psychologist (190 work days/8 hours per day)*

1.2 FTE H.S. Counselor (195 work days/8 hours per day)*

1.2 FTE School Nurse ((190 work days)/8hrs/day)*

1.05 FTE Speech Therapist (190 work days)*

1.16 FTE Agriculture Teacher (215 work days)*

Stipends

Masters' Degree..... 1,000

Reading Specialist**..... 1,000

Special Education Specialist**..... 1,000

BCLAD**..... 1,000

*Work year beyond 182 days is contingent upon annual funding.

**To receive a stipend a teacher must be assigned to a class requiring the specialist credential

Longevity

Employees on Steps 19 to 23 will receive 3.50% of Step 14 and employees on Step 24 or more will receive 3.50% of Step 19.

Step 28 or more will receive 3.50% of Step 24.

Health Benefits are capped at \$10,920 with no restrictions EFFECTIVE 10/01/16

WATERFORD UNIFIED SCHOOL DISTRICT

2017-18

CERTIFICATED SALARY SCHEDULE - cont.**1.2 FTE employees converted to 1.0 FTE salary schedule**

1.0 FTE	SCHOOL PSYCHOLOGIST ((190 work days)/8hrs per day)*	[[Listed as 1.2 FTE on upper salary schedule]]
1.0 FTE	H.S. COUNSELOR ((195 work days)/8hrs/day)	[[Listed as 1.2 FTE on upper salary schedule]]
1.0 FTE	SCHOOL NURSE ((190 work days)/8hrs/day)	[[Listed as 1.2 FTE on upper salary schedule]]

1.2

Adjusted according to the Collective Bargaining Agreement Schedule of Furlough Days.

STEP	I 24 UNITS		II 36 UNITS		III 48 UNITS		IV 60 UNITS		V 72 UNITS	
1	61,215		61,215	0	63,685	2,470	66,155	2,470	68,625	2,470
2	61,215	0	63,685	2,470	66,155	2,470	68,625	2,470	71,095	2,470
3	63,685	2,470	66,155	2,470	68,625	2,470	71,095	2,470	73,565	2,470
4	66,155	2,470	68,625	2,470	71,095	2,470	73,565	2,470	76,035	2,470
5	68,625	2,470	71,095	2,470	73,565	2,470	76,035	2,470	78,504	2,470
6	72,857	4,232	75,327	4,232	77,797	4,232	80,267	4,232	82,737	4,232
7	75,327	2,470	77,797	2,470	80,267	2,470	82,737	2,470	85,207	2,470
8	77,797	2,470	80,267	2,470	82,737	2,470	85,207	2,470	87,677	2,470
9			82,737	2,470	85,207	2,470	87,677	2,470	90,147	2,470
10					87,677	2,470	90,147	2,470	92,616	2,470
11							94,379	4,232	96,849	4,232
12							96,849	2,470	99,319	2,470
13									101,789	2,470
14									104,259	2,470
19									107,908	3,649
24									111,684	3,777
28									115,593	3,909

SALARY SCHEDULE CHANGED FOR QSS PAYROLL SYSTEM INPUT, ONLY.

Appendix A-2a

WATERFORD UNIFIED SCHOOL DISTRICT

2016-17 Stipends (WTA Nego 3% raise & move Step 1 Col. 1 Salary up to Step 2 Col. 1) - Board Ratified 2016-06-9)

FY'15-16: Stipends Base Salary		\$		46,107.69	
Increase Stipend Base fm Step 1 Col. 1 salary to Step 2, Col. 1 (per WTA negotiations - 2016-06-9)		New Base =		\$ 49,488.00	
3.0% raise =		1,030000			
Athletic Director Stipend Proposed Doubled fm Band A to Band AA					
AA (6%) \$2,969 x 2 =		5,939	A (6%)	2,969	C (4%) \$ 1,980 E (2%) \$ 990
Stipend Band and Compensation			B (5%) \$	2,474	D (3%) \$ 1,485 F (1%) \$ 495
Position:			High School	Middle School	Moon/Whitehead
Head Varsity Football Coach		A	\$ 2,969	E *	\$ 990
Head JV Football		C	\$ 1,980		
Assistant Football		D	\$ 1,485	F	\$ 495
Head Varsity Volleyball		B	\$ 2,474	E *	\$ 990
Head JV Volleyball		C	\$ 1,980		
Assistant Volleyball		D	\$ 1,485		
Cross Country		C	\$ 1,980		
Head Varsity Wrestling		B	\$ 2,474	E	\$ 990
Head JV Wrestling		C	\$ 1,980		
Assistant Wrestling		D	\$ 1,485		
Head Varsity Soccer		B	\$ 2,474	E *	\$ 990
Head JV Soccer		C	\$ 1,980		
Assistant Soccer		D	\$ 1,485		
Head Varsity Basketball		B	\$ 2,474	E *	\$ 990
Head JV Basketball		C	\$ 1,980		
Assistant Basketball		D	\$ 1,485		
Head Varsity Baseball		B	\$ 2,474		
Head JV Baseball		C	\$ 1,980		
Assistant Baseball		D	\$ 1,485		
Head Varsity Softball		B	\$ 2,474		
Head JV Softball		C	\$ 1,980		
Assistant Softball		D	\$ 1,485		
Head Track Coach		C	\$ 1,980	E *	\$ 990
Tennis Coach		C	\$ 1,980		
Golf Coach		C	\$ 1,980		
*Head Coaching 2 Jr.H. Teams in same sport in same season is			D	\$ 1,485	
Athletic Director		AA	\$ 5,939	D	\$ 1,485
Cheer Coach		B	\$ 2,474	D	\$ 1,485
Trainer		D	\$ 1,485		
Journalism		D	\$ 1,485	F	\$ 495
Yearbook		D	\$ 1,485	D	\$ 1,485
Drama		D	\$ 1,485	E	\$ 990
Speech		D	\$ 1,485	F	\$ 495
Student Council		D	\$ 1,485	E	\$ 990
ASB Activities		A	\$ 2,969		E \$990
Pep/Vocal/Music		D	\$ 1,485		
Intramurals		E	\$ 990	F	\$ 495
Heart Pumps				D	\$ 1,485
Academic Decathlon		D	\$ 1,485		D \$ 1,485
Lead SST				D	\$ 1,485
GATE				D	\$ 1,485
Lead Teacher/Outdoor Education				D	\$ 1,485
Teacher/Outdoor Education				F	\$ 495
Driver Education		E	\$ 990		
F.F.A. Advisor		D	\$ 1,485		
AVID Advisor		D	\$ 1,485	D	\$ 1,485
Assistant Academic Decathlon		E	\$ 990		
Color Guard		D	\$ 1,485		
High School Department Chair.		E	\$ 990		
Multiple Site 9-12		D	\$ 1,485		
Multiple Site beyond 9-12		C	\$ 1,980	C	\$ 1,980
ELD Coordinator		C	\$ 1,980	C	\$ 1,980
ELD Coordinator w/ Coord. Period		D	\$ 1,485	D	\$ 1,485
Committed Athlete		D	\$ 1,485		
		\$ 90,068		\$ 29,198	\$ 8,908
					\$ 128,174

A Department Chairperson will receive an annual stipend consistent with the (E) category of stipends on the stipend schedule. (See Union Contract, Article XXV, Appendix B-1).

Appendix A-2b

WATERFORD UNIFIED SCHOOL DISTRICT

2017-18 Stipends (WTA Nego.3.081% raise & move Step I Col. 1 Salary up to Step 2 Col. I) - Board Ratified 2016-06-9)

FY '16-17: Stipends Base Salary				\$		49,488.00	
Increase Stipend Base fm Step I Col. I salary to Step 2, Col. I (per WTA negotiations - 2016-06-9)				New Base =		\$ 51,012.73	
		3.081% raise =		1.030810			
Athletic Director Stipend Proposed Doubled fm Band A to Band AA							
AA (6%) \$2,969 x 2 =		6,122		A (6%)	\$ 3,061	C (4%) \$	2,041
				E (2%)	\$	1,020	
Stipend Band and Compensation				B (5%) \$	2,551	D (3%) \$	1,530
				F (1%) \$	510		
Position:				High School	Middle School	Moon/Whitehead	
Head Varsity Football Coach		A	\$ 3,061	E *	\$ 1,020		
Head JV Football		C	\$ 2,041				
Assistant Football		D	\$ 1,530	F	\$ 510		
Head Varsity Volleyball		B	\$ 2,551	E *	\$ 1,020		
Head JV Volleyball		C	\$ 2,041				
Assistant Volleyball		D	\$ 1,530				
Cross Country		C	\$ 2,041				
Head Varsity Wrestling		B	\$ 2,551	E	\$ 1,020		
Head JV Wrestling		C	\$ 2,041				
Assistant Wrestling		D	\$ 1,530				
Head Varsity Soccer		B	\$ 2,551	E *	\$ 1,020		
Head JV Soccer		C	\$ 2,041				
Assistant Soccer		D	\$ 1,530				
Head Varsity Basketball		B	\$ 2,551	E *	\$ 1,020		
Head JV Basketball		C	\$ 2,041				
Assistant Basketball		D	\$ 1,530				
Head Varsity Baseball		B	\$ 2,551				
Head JV Baseball		C	\$ 2,041				
Assistant Baseball		D	\$ 1,530				
Head Varsity Softball		B	\$ 2,551				
Head JV Softball		C	\$ 2,041				
Assistant Softball		D	\$ 1,530				
Head Track Coach		C	\$ 2,041	E *	\$ 1,020		
Tennis Coach		C	\$ 2,041				
Golf Coach		C	\$ 2,041				
*Head Coaching 2 Jr.H. Teams in same sport in same season is				D	\$ 1,530		
Athletic Director		AA	\$ 6,122	D	\$ 1,530		
Cheer Coach		B	\$ 2,551	D	\$ 1,530		
Trainer		D	\$ 1,530				
Journalism		D	\$ 1,530	F	\$ 510		
Yearbook		D	\$ 1,530	D	\$ 1,530		
Drama		D	\$ 1,530	E	\$ 1,020		
Speech		D	\$ 1,530	F	\$ 510		
Student Council		D	\$ 1,530	E	\$ 1,020		
ASB Activities		A	\$ 3,061			E	\$1,020
Pep/Vocal/Music		D	\$ 1,530				
Intramurals		E	\$ 1,020	F	\$ 510		
Heart Pumpers				D	\$ 1,530	D	\$ 1,530
Academic Decathlon		D	\$ 1,530				
Lead SST				D	\$ 1,530	D	\$ 1,530
GATE				D	\$ 1,530	D	\$ 1,530
Lead Teacher/Outdoor Education				D	\$ 1,530		
Teacher/Outdoor Education				F	\$ 510		
Driver Education		E	\$ 1,020				
F.F.A. Advisor		D	\$ 1,530				
AVID Advisor		D	\$ 1,530	D	\$ 1,530		
Assistant Academic Decathlon		E	\$ 1,020				
Color Guard		D	\$ 1,530				
High School Department Chair.		E	\$ 1,020				
Multiple Site 9-12		D	\$ 1,530				
Multiple Site beyond 9-12		C	\$ 2,041	C	\$ 2,041		
ELD Coordinator		C	\$ 2,041	C	\$ 2,041	C	\$ 2,041
ELD Coordinator w/ Coord. Period		D	\$ 1,530	D	\$ 1,530	D	\$ 1,530
Committed Athlete		D	\$ 1,530				
		\$ 92,843		\$ 30,098		\$ 9,182	
						\$ 132,123	

A Department Chairperson will receive an annual stipend consistent with the (E) category of stipends on the stipend schedule. (See Union Contract, Article XXV, Appendix B-1).

WATERFORD UNIFIED SCHOOL DISTRICT
2016-17
INDEPENDENT STUDY TEACHERS' SALARY SCHEDULE

3.0% Raise

Board Approved: 09-Jun-16
 Effective: JUL 01, 2016

These cells driven directly (@70%) from Certificated Salary Sched.

STEP	I <u>24 UNITS</u>	II <u>36 UNITS</u>	III <u>48 UNITS</u>	IV <u>60 UNITS</u>	V <u>72 UNITS</u>
1	28.81	28.81	29.97	31.13	32.29
2	28.81	29.97	31.13	32.29	33.46
3		31.13	32.29	33.46	34.62
4		32.29	33.46	34.62	35.78
5			34.62	35.78	36.94
6			36.61	37.77	38.94
7			37.77	38.94	40.10
8				40.10	41.26

WATERFORD UNIFIED SCHOOL DISTRICT
2017-18
INDEPENDENT STUDY TEACHERS' SALARY SCHEDULE

3.081% Raise

Board Approved: 30-Jun-16
 Effective: JUL 01, 2017

These cells driven directly (@70%) from Certificated Salary Sched.

STEP	I <u>24 UNITS</u>	II <u>36 UNITS</u>	III <u>48 UNITS</u>	IV <u>60 UNITS</u>	V <u>72 UNITS</u>
1	29.70	29.70	30.89	32.09	33.29
2	29.70	30.89	32.09	33.29	34.49
3		32.09	33.29	34.49	35.69
4		33.29	34.49	35.69	36.88
5			35.69	36.88	38.08
6			37.74	38.94	40.14
7			38.94	40.14	41.33
8				41.33	42.53

APPENDIX B-1

WATERFORD UNIFIED SCHOOL DISTRICT
Grievance Report Form

STEP I, II, III, IV

GRIEVANCE CASE NO. _____

☐ Check when complete

SCHOOL _____

NAME OF GRIEVANT _____

DATE FILED _____

SUBJECT/GRADE LEVEL _____

Step I

☐ Meet with immediate supervisor, representative may be present with prior notification.

A. Date of informal conference with site administrator/immediate supervisor _____

Step II

☐ Complete written statement of grievance, submitted 15 days after informal response or within 15 days following the informal discussion.

A. 1. Date(s) cause of grievance occurred _____

2. Date of written grievance presented to site administrator/immediate supervisor

3. Date of scheduled meeting between grievant and site administrator/immediate
supervisor _____

B. 1. Statement of Grievance: _____

2. Specific agreement provision alleged to have been violated: _____

3. Specific relief sought: _____

Signature of Grievant

Date

WATERFORD UNIFIED SCHOOL DISTRICT**Teacher Evaluation Form**

Name: _____

School: _____

Evaluator: _____

Evaluations: ☐ 1 ☐ 2 ☐ EmploymentTeacher Status: ☐ Tenured ☐ Probationary 1 ☐ Probationary 2 ☐ Temporary

Comments on the teacher's progress toward the following standards:

1. Engaging/Supporting Student Learning

1. Connecting prior knowledge, life experience, and interests.
2. Using a variety of instructional strategies and resources.
3. Facilitating learning experiences-autonomy, interaction & choice.
4. Engaging students in problem solving, critical thinking skills.
5. Promoting self-directed, reflective learning for all students.

☐ Evaluator Narrative:

Overall assessment of progress toward standards:

☐ Meets Standards ☐ Progress Evident ☐ Improvement Needed ☐ Unsatisfactory
2. Learning Environment

1. Creates a physical environment that engages all students.
2. Establishes a climate that promotes fairness and respect.
3. Promotes social development and group responsibility.
4. Establishes and maintains standards for student behavior.
5. Plans and implements classroom procedures and routines that support student learning.
6. Uses instructional time effectively.

☐ Evaluator Narrative:

Overall assessment of progress toward standards:

☐ Meets Standards ☐ Progress Evident ☐ Improvement Needed ☐ Unsatisfactory

3. Subject Content Knowledge

1. Demonstrates knowledge of subject matter, content and student development.
2. Organizes curriculum to support student understanding of subject matter.
3. Interrelates ideas and information within and across subject matter areas.
4. Develops student understanding through instructional strategies that are appropriate to the subject matter.
5. Uses materials, resources, and technologies to make subject matter accessible to students.

☐ Evaluator Narrative:

Overall assessment of progress toward standards:

☐ Meets Standards ☐ Progress Evident ☐ Improvement Needed ☐ Unsatisfactory

4. Planning/Designing Instructional Experiences

1. Draws on and values students' backgrounds, interests, and developmental learning needs.
2. Establishes and articulates goals for student learning.
3. Develops and sequences instructional activities and materials for student learning.
4. Designs short-term and long-term plans to foster student learning.
5. Modifies instructional plans to adjust for student needs.

☐ Evaluator Narrative:

Overall assessment of progress toward standards:

☐ Meets Standards ☐ Progress Evident ☐ Improvement Needed ☐ Unsatisfactory

5. Assessing Student Learning

1. Establishes and communicates learning goals for all students.
2. Collects and uses multiple sources of information to assess student learning.
3. Uses the results of assessments to guide instruction.
4. Communicates with students, families and other audiences about student progress.

☐ Evaluator Narrative:

Overall assessment of progress toward standards:

☐ Meets Standards ☐ Progress Evident ☐ Improvement Needed ☐ Unsatisfactory

6. Professional Development

1. Reflects on teaching practice and planning professional development.
2. Establishes professional goals and pursues opportunities to grow professional.
3. Works with community to improve professional practice.
4. Works with families to improve professional practice.
5. Works with colleagues to improve professional practice.
6. Balances professional responsibilities and maintains motivation.

☐ Evaluator Narrative:

Overall assessment of progress toward standards:

☐ Meets Standards ☐ Progress Evident ☐ Improvement Needed ☐ Unsatisfactory

The teacher's signature verifies review of this observation, but does not necessarily constitute agreement.

It is understood that the above will become a part of the personnel record and that the undersigned has ten (10) days to express in writing any objections, explanations, concerns, qualifications, or any other items relating to this evaluation that he or she may deem pertinent, which will be attached to and become part of the total document. The ten (10) day period begins on the date of the signing below. It is further understood that refusal to sign does not prevent the inclusion of these documents in the personnel file.

Teacher Signature: _____ **Evaluator Signature:** _____

Date: _____ **Date:** _____

Comments:

Appendix C-1
STANISLAUS COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
Caseload Loading Standards

Stanislaus SELPA PROGRAM STANDARDS								
Program	Staff Ratios T=Teacher A=Classroom Aide	Infant	Preformal	Primary	Inter.	Jr. High	High Sch.	<i>Adult</i> Transition
<i>SDC Non Severe</i>								
SDC-NS-LH	1 FTE T/1 FTE A		12	12	14	16	18	
SDC-NS-CH-SDL	1 FTE T/1 FTE A		11	12	14			
<i>SDC Severe</i>								
INF (Early Start)		16						
SDC-Autism	Preformal- Primary 1 FTE T/6 FTE A Inter./Jr. High 1 FTE T/5 FTE A		8	8	9	10		
SDC-SH K-Adult	1 FTE T/2 FTE A		12	12	12	14	14	14
SDC-SH-DEAF	1 FTE T/2 FTE A		8	8	10	10	12	
SDC-SH-ED	1 FTE T/2 FTE A			10	12	14	15	
SDC-SH-MH	1 FTE T/2 FTE A		8	8	10	10	10	
SDC-SH-BEHAVIOR	1 FTE T/1 FTE A			9	9	9	9	9
SDC-SH-LIFE SKILLS	1 FTE T/1 FTE A							12
<i>RSP</i>								
*RSP Preformal and School Age School Based		n/a	28	28	28	28	28	n/a
		Infant	Preformal	Primary	Inter.	Jr. High	High Sch.	<i>Adult</i> Transition
<i>DIS</i>								
DIS AUTISM INCLUSN	1 FTE T			24	24	24	24	
DIS DEAF AND HH	1 FTE T	16	16	16	16	16	16	
DIS MOBILITY INST	1 FTE T	16	16	16	16	16	16	
*DIS PE	1 FTE T	45	45	60	60	60	60	60
DIS PH INCLUSION	1 FTE T		16	16	16	16	16	
DIS SH INCLUSION	1 FTE T		16	16	16	16	16	
DIS READINESS	1 FTE T		40					
*DIS SPEECH	1 FTE T	40	55	55	55	55	55	
DIS VISION HNDPCP	1 FTE T	16	16	16	16	16	16	16
DIS VOCATIONAL ED.	1 FTE T						20	20
DIS ASSIST TECH	1 FTE T		16	16	16	16	16	16
DIS ED INCLUSION	1 FTE			45	45	45	45	45
DIS OCCUPATIONAL	1 FTE OT		50	50	50	50	50	50

Notes: Must be reviewed annually or when circumstances change. Standards are best practices not class maximums.

*State Maximum

Approved: 3/26/04

Revised: 11/10/12