

**GABILAN TEACHER'S  
ASSOCIATION  
CTA/NEA**

**CONTRACT AGREEMENT**

**WASHINGTON UNION  
SCHOOL DISTRICT**

**July 1, 2022 - June 30, 2025**

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**ARTICLE I: RECOGNITION**

**1.1** The district confirms its recognition of the Association as the exclusive representative of the certificated employee unit. For the purposes of representation, the unit shall be described as follows: “all certificated employees excluding: confidential employees, supervisors, management personnel, daily, per diem and long term substitute certificated employees, home teachers, summer school certificated employees, and classified employees.”

**1.2** All full-time management personnel shall include the following positions: Superintendent, Principals and Vice Principals of all schools within the District.

**ARTICLE II: DURATION**

**2.1** This agreement shall remain in force and effect through **June 30, 2025**.

**2.2** For the **2023-24 and 2024-25** school years, there shall be re-openers for salary, health and welfare benefits, plus the District and the Association may each select two (2) articles.

**2.3** Said right to reopen shall be exercised by either party giving written notice to the other, specifying any changes sought, no earlier than October 15, of each year, and no later than March 15, of each year. This agreement represents the complete and final understanding on all negotiable issues between the employer and the Association, and shall remain in force and effect for the entire period of the Agreement.

**2.4** Negotiations shall commence under this section upon mutually agreed dates after fulfillment of the public notices and hearing requirements.

**2.5** The term and conditions of this agreement will remain in full force and effect during such negotiations until a new contract is signed.

**ARTICLE III: EMPLOYEE RIGHTS**

**3.1** The District and the Association recognize the right of the employee to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.

## **ARTICLE IV: FAIR SHARE PLAN**

**4.1** Any unit member of the GTA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one tenth of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.

**4.2** With respect to all sums deducted by the District pursuant to authorization of the unit member, the District agrees promptly to remit such funds to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made.

**4.3** The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

**4.4** The Association agrees to pay the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the provisions of this Agreement and their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred above shall or shall not be compromised, resisted, defended, tried or appealed.

## **ARTICLE V: GRIEVANCE PROCEDURES**

**5.1 Policy:** It shall be the policy of this District to practice effective means of reaching solutions to employee problems arising out of the specific provisions of this Agreement as close to the source of the origin of the problem as possible and to reduce areas of grievance.

**5.2 Purpose:** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise from the application and interpretation of the specific provisions of this Agreement.

**5.2.1** Nothing contained herein will be construed as limiting the right of any certificated employee of the District bound by this Agreement to discuss the matter informally with any appropriate member of the Administration and to have the grievance adjusted without intervention by the Association. It is, however, understood that such adjustment may not be inconsistent with the terms of this Agreement and that the district shall not agree, in accordance with Government

Code Section 3543, to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution, and the Association has been given the opportunity to file a response.

**5.3 Definitions:** A grievance is a claim by an aggrieved person that there has been a violation, misapplication or misinterpretation of any of the provisions of this Agreement.

**5.3.1 Aggrieved Person:** is a person or persons alleging a claimed violation, misapplication or misinterpretation of any of the expressed provisions of this Agreement which directly and adversely affect the grievant.

**5.3.2 Day:** During the regular school year (excluding summer), a day shall be defined as a work day for the unit members excluding Saturdays, Sundays and holidays. During summer (between the last day of the regular teacher work year and the first day of the following teacher work year), a “day” shall be defined as any day in which the central administration of the District is open for business.

**5.4 Time for Assertion of Grievance:** Any grievance not asserted within the time periods specified in this Article shall be deemed waived unless extended or shortened by mutual agreement, in writing, by the aggrieved person and the District. A grievance may be placed in abeyance and the time-lines stated in this article may be extended by mutual agreement, in writing, between the aggrieved person and the District.

**5.4.1 Level One:** Within ten (10) days after the occurrence of the act or in the exercise of due diligence or knowledge of the act or omission, which gives rise to the grievance, the aggrieved person will bring the matter to the attention of the appropriate principal or immediate supervisor with the objective of resolving the matter. During the discussion of the grievance, the appropriate principal or immediate supervisor may, at his or her discretion, request that the grievance be reduced to writing and the appropriate principal or immediate supervisor will likewise thereafter respond to the aggrieved person in writing within ten (10) days after the receipt of said written grievance. The District shall not be required to notify the Association of the resolution of any grievance at Level One pursuant to Government Code Section 3543.

**5.4.2 Level Two:** Within ten (10) days after the disposition of grievance, as provided in Level One above, and, if the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if there is not a disposition of the grievance within the time specified under Level One, the aggrieved person shall, on a form provided by the District, file in writing a clear concise statement of the grievance, the circumstances involved, the provision or provisions of this Agreement alleged to be violated, the specific remedy sought, and the decision rendered at Level One. The aggrieved person shall file the above form with the Superintendent and the President of the Association. The failure to file the

grievance with the Association shall not affect the validity of the grievance procedure. However, the District shall not agree to a resolution of the grievance, until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response in accordance with Government Code Section 3543. The Superintendent shall communicate his/her decision to the aggrieved person and the Association in writing, if applicable, within ten (10) days after receiving the written grievance. The aggrieved person may request a personal conference with the Superintendent within the above time limits. Should the Superintendent fail to respond within ten (10) days after receiving the written grievance, the aggrieved person has ten (10) days from the expiration of said ten (10) day period to appeal in writing as provided by the procedures delineated in Level Three.

**5.4.3 Level Three:** If the aggrieved person is not satisfied with the decision, given at Level One and/or Level Two, or if there is no decision within the applicable time periods, at Level Two, he/she may, within ten (10) days appeal the decision in writing to the Board of Trustees. Said written appeal shall be submitted on a form provided by the District. The Board of Trustees shall consider the appeal at a regularly scheduled meeting of the Board of Trustees. If the Board of Trustees is unable to reach a final determination on the record, it may reopen the record for the taking of additional evidence. The aggrieved person shall be given notice of all such meetings and shall have the opportunity to be present and shall be allowed to make comment on the report and answer questions raised by the Board of Trustees. The decision of the board shall be communicated to the aggrieved person in writing within ten (10) days of the Board meeting at which the appeal was adjudicated. The decision of the Board of Trustees shall be binding upon the District and the aggrieved person, subject only to such further rights and remedies as the aggrieved person may otherwise have by law.

**5.4.4** The parties agree that the grievance procedures will be kept as informal and confidential as may be appropriate at any level of the procedure, and in this regard, either the aggrieved person or the District may elect to have the Level Three appeal heard by the Board of Trustees in a personnel session to the extent that such a personnel session would be lawful.

**5.4.5** 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. Said file pertaining to the grievance may be viewed by the grievant. Information contained within the said file shall not be released to any party outside the district without the aggrieved person's written consent.

## **ARTICLE VI: HOURS OF EMPLOYMENT**

**6.1** Teachers shall be responsible for instruction and other assigned duties for a period of seven (7) hours and twenty (20) minutes per day inclusive of a thirty (30) minute lunch period. Teachers shall be present at the school site from 8:00 to 3:20 each work day, which constitutes a work day of seven (7) hours and twenty (20) minutes, inclusive of weekly meetings, after school duties and other activities provided for in this agreement. School Psychologists and Speech and Language Pathologists shall work a seven (7) hour and thirty (30) minute day, inclusive of a thirty (30) minute duty free lunch period. The District shall determine the daily start time for School Psychologists and Speech and Language Pathologists.

**6.1.1** Principals at the K-5 schools will make every effort to limit site-level meetings such as faculty, grade-level and curriculum meetings, to two (2) meetings a week. Grade-level meetings will be scheduled for each week; the duration of these meetings will be determined by the teachers at each grade level.

**6.1.2** Meetings at the Middle School will be held on a bi-monthly basis and will be confined to one hour in length. The principal may extend the meetings past one hour when circumstances calling for the necessary discussion of school issues warrant the extension. If meetings extend beyond one hour in length, teachers may leave the meeting at their own discretion.

**6.1.3** Wednesdays shall be weekly collaboration days – in a month when there are 4 Wednesdays, 2 of 4 shall be teacher directed. If there are 5 Wednesdays in a month, the fifth day shall be teacher directed.

**6.1.3.1** The Wednesday collaboration day prior to report cards shall be designated a report card collaboration day and shall count as one of the teacher directed collaboration days.

**6.2** In addition, unit members are expected to devote time and participate in parent conferences (including I.E.P, S.S.T., and 504 meetings), curriculum meetings, School Site Council, Open House, Back-to-School Night and chaperoning. In making the decision as to the type, time and assignment of these activities, the principal or his/her designee must consider other commitments the employee may have. The Association shall actively encourage unit members to participate in the activities listed in this section.

**6.3** The length of the school term for members of the unit shall be one hundred and eighty-four (184) days, except for School Psychologists and Speech and Language Pathologists, who shall have a work year of one hundred and ninety-four (194) days.

The ten additional work days for School Psychologists and Speech and Language Pathologists shall be designated by the District and shall be worked in the two weeks prior to the start of the teacher work year, during one of the breaks during the teacher work year, or during the two weeks after the end of the teacher work year. For members who are on the 184 day calendar, two of the 184 days shall be immediately prior to the start of the school year. The first day shall be split between district and site based meetings. The second day shall be teacher directed and shall not have any district-wide or site-wide meetings, but may have individual meetings based on student needs.

**6.4** On the last workday of the school year, teachers may leave immediately after completing required District check-out procedures with their administrator.

**6.5** Each unit member shall be entitled to a thirty (30) minute duty free lunch period every day.

**6.5.1** The site administrator, or his/her designee, shall determine the scheduling of the thirty (30) minute duty free lunch.

**6.6** The last day of school shall be a minimum day.

**6.7** For the purpose of parent conferencing, the District will schedule five (5) consecutive minimum school days in the first trimester and two (2) consecutive minimum school days in the third trimester.

**6.8** Prior to the first day of student attendance of each school year, the principal at each site will meet with their staff to determine the best means to implement the amount of preparation time to be included during the teaching minutes each week. The principal at Toro Park School and the building representative for GTA will develop a procedure for providing preparation time for teachers when either of the people who normally provide preparation time for teachers is absent from school. The procedure will insure that, barring unforeseen emergencies, teachers receive their regularly-scheduled preparation time on those days they are scheduled to receive it.

|                 |                      |
|-----------------|----------------------|
| K - 2           | 60 minutes per week  |
| 3rd Grade       | 90 minutes per week  |
| 4th - 5th Grade | 190 minutes per week |
| 6th - 8th Grade | 1 period per day     |

The preparation period shall not in any way detract from or lessen the quality of the basic curriculum provided for the students; however, any change in the program that reduces the preparation period will not be implemented until negotiated by the parties.

**6.9** During the school year, principals and their staffs will discuss staff development needs at their site. One teacher representative from each school site will serve on and



give input to the district's Strategic Planning Committee regarding their site's training needs. The Strategic Planning Committee will determine training needs based on this input at its annual spring meeting and will include them as objectives in the district's Strategic Plan. These objectives will be used as the basis for staff development training for the ensuing school year.

## **ARTICLE VII: PROFESSIONAL GROWTH**

**7.1** Professional growth activities taken for advancement on the salary schedule must be approved by the principal and superintendent prior to taking the course, by completing the **"Request for Approval of Professional Growth Credit." (Form 7.1)**

**7.1.1** Within 10 working days, the principal or superintendent shall notify the teacher of approval or disapproval on Form 7.1.

**7.2** In order for credit to be granted for professional growth on the salary schedule, the employee must have earned a grade of "C" or above. In a system utilizing "pass" or "fail", a "pass" will be acceptable.

**7.3** If Form 7.1 is properly submitted, the following courses will be automatically approved:

**7.3.1** Courses required as part of an advanced degree program directly related to present or possible future assignment in the District, or;

**7.3.2** Courses required under a credential program to complete a California credential or other credentials required for employment in any position in elementary education, or;

**7.3.3** Courses recommended by the site principal for the improvement of teaching competency.

**7.4** Teachers must submit the **"Intention to Change Salary Classification" (Form 7.4)** to the District Office by May 1, prior to the year of expected advancement on the salary schedule. Official transcripts/grades or Letter of Verification of Completion must be submitted to the District Office by September 10 of the school year in which advancement is requested.

**7.5** A teacher will be eligible for professional growth units for classes or workshops paid for by the district, provided that the teacher pays the credit fees required by the granting college or university. All forms **(Forms 7.1 and 7.4)** must be submitted and approved in accordance with this article.

**7.6** Teachers who attend inservice activities or workshops which occur outside the school day and which relate directly to the unit member's present or possible future teaching assignment may acquire district credits for advancement on the salary schedule. Unit members may accrue hours of credit for attendance at inservice activities or workshops approved by their school's principal and the superintendent prior to the activity. Approval will be contingent upon appropriate justification of the inservice/workshop and its relationship to the unit member's assignment. This section does not apply to Optional Staff Development Days. All forms **(Forms 7.1 and 7.4)** must be submitted and approved in accordance with this article.

**7.6.1** Accumulation of 15 hours of inservice or workshop attendance equals one district unit, which is the equivalent of one semester of district-approved college credit. District units can be applied to advancement on the salary schedule in the same fashion as semester units. District units are not transferable outside the district.

**7.6.2** Teachers who have reached the highest step and column on the salary schedule may accumulate district credits in the same manner as teachers at lower points on the schedule, with the exception that teachers at the top of the schedule may receive credit for inservice or workshop training taken outside the school day for which the district has paid the registration fee. Each time the teacher accumulates fifteen district units, the teacher shall receive a one-time stipend of \$1,500.

## **ARTICLE VIII:**

## **WAGES**

**8.1** The salary schedule for the regular certificated members of the unit shall be set forth in the attached salary schedule which is incorporated in this Agreement. Effective July 1, 2019, employees hired on or after July 1, 2019 shall receive credit for a maximum of ten (10) years of prior experience as follows:

1. "Steps" refer to years of paid teaching experience.
2. A year of experience will be defined as having served a full workday for 75% of the adopted workdays for the school year for which credit will be applied. Partial years of experience cannot be lumped together as one (1) year of experience.
3. Experience will have been in a public or accredited private elementary or middle school in the United States of America or a United States Dependents' School, or an international school accredited by a recognized United States accrediting agency.
4. Effective July 1, 2019, bargaining unit members hired before July 1, 2019, shall receive credit for up to six (6) years of prior experience that meets the criteria above. Such credit shall be prospective only with any

additional years of experience applying to salary schedule placement in the 2019-2020 school year.

**Certificated Salary Schedule (Appendix)**

The salary schedules for Teachers, Counselors, School Psychologists and Speech and Language Pathologists shall be the schedule attached hereto as Exhibit A.

**8.2** Teachers required to teach at Outdoor Education School and/or on the Gold Rush Trip, as they are presently constituted, will receive, in addition to their normal salary for the period of said activities, a stipend of \$150 per day for the week in which the Outdoor Education School and/or the Gold Rush Trip are conducted. Such teachers will be required to teach, supervise, or be on duty as reasonably designated by the program at the selected site. This is to include remaining overnight at the site unless excused by the camp director. The District will consider teacher requests to be excused from some or all of Outdoor Education School and/or Gold Rush Trip duties due to extenuating medical and family circumstances.

**8.3** Teachers required to chaperone on overnight trip(s) shall be paid a stipend of \$150 per day in addition to their normal salary for the trip.

**8.4** Coaches will be paid for the following:

|    |                                     |  |
|----|-------------------------------------|--|
| A. | Yearbook Advisor                    | \$3500.00                                  |
| B. | Yearbook Advisor (Washington Union) | \$1500.00                                  |
| C. | Student Council (San Benancio)      | \$3500.00                                  |
| D. | Student Council (Washington Union)  | \$1500.00                                  |
| E. | Athletic Director (San Benancio)    |  |
|    |                                     | \$4000 ( <i>without a release period</i> ) |
|    |                                     | \$1500 ( <i>with one release period</i> )  |

**8.4.1** Teachers will be paid at the hourly rate of \$35 for approved directed activities beyond those required by their regularly assigned teaching duties.

**8.4.1.1** Teachers will be paid at the hourly rate of \$50.00 per hour for working with students in the district's after-school tutoring program.

**8.5** Employees must serve seventy five percent (75%) of the regular school year in order to be credited a year toward advancement on the salary schedule. (See section 15.8 for salary advancement for job shares.)

**8.6** In lieu time for teachers at San Benancio Middle School who must take on teaching duties due to lack of available substitutes will accumulate in-lieu substitution periods to earn a full paid release day. Six accumulated periods shall equal one release day.

**8.7** Internal substitute service at the direction of the District for grades Kindergarten through 5<sup>th</sup> grade shall be compensated as follows:

| Number of Students | Up to Half of School Day<br>(½ day =time period before<br>or after lunch) | Full Day<br>(any amount of time greater<br>than ½ day) |
|--------------------|---|--|
| 1 -10              | \$30  | \$60   |
| 11 -16             | \$43  | \$86   |

**ARTICLE IX: LEAVES OF ABSENCE**

**9.1** The benefits which are expressly provided by this Article are the sole benefits which are part of this Collective Agreement, and it is agreed that other statutory or regulatory benefits are not incorporated, unless specifically stated, into this Agreement, nor are such benefits to be subject to the grievance procedure, Article V.

**9.2 PERSONAL ILLNESS OR INJURY LEAVE:** Each member of the unit employed for the regular school term (September to June) is entitled to ten (10) days of leave each year for personal illness or injury. Each member of the unit employed for a fractional part of the school year shall be entitled to such Personal Illness or Injury Leave in the same ratio that the assignment bears to the total school year. After all available sick leave is exhausted, and the unit member continues to be absent from duty on account of illness or accident, additional leave shall be available for a period not to exceed five (5) months, which leave shall not accumulate. The amount deducted for leave purposes from the unit member’s salary shall be the amount actually paid a substitute employee employed to fill the position during the leaves, or, if no substitute is employed, the amount which would have been paid to a per diem substitute. The five-month period shall begin upon exhaustion of all available sick leave, including all accumulated sick leave. Unit members are entitled to only one five-month period per illness or accident. If a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

Pursuant to Education Code section 44977.5, sick leave may be used for maternity and paternity leave under the California Family Rights Act ("CFRA") as provided in Article 9.8.

**ACCUMULATED LEAVE:** Each member of the unit who does not use the entire period of annual personal illness or injury leave in any school year shall have added to his/her credit annually the number of unused days and the same shall be accumulated from year to year.

**PROOF OF ILLNESS OR INJURY:** The normal manner of proof of personal illness or injury shall be the member's explanation entered into the District's Absence Management System. However, the District may require upon reasonable cause as determined by the Superintendent or designee:

**9.2.1** Written proof of illness from a regular licensed physician, or;

**9.2.2** A written statement from a person authorized by any well-recognized church or denomination to treat people stating the reason for absence and treatment thereof, or;

**9.2.3** A verification in writing of the extent of the illness or injury by a physician selected and paid for by the District. This requirement shall not apply to industrial accident and illness leaves. This proof of illness or injury requirement shall not apply if the unit member is using sick leave during maternity or paternity leave pursuant to Article 9.8.

**9.3 BEREAVEMENT LEAVE:** Each member of the unit is entitled to a leave of absence, not to exceed three days, or five days if one-way travel of 350 miles is required, on account of the death of any member of his/her immediate family.

**9.3.1 Immediate Family:** Members of the immediate family shall include the immediate family of the employee and the employee's spouse and shall mean mother, father, daughter, son, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, brother, sister, brother-in-law, sister-in-law, aunts, uncles and cousins of the first degree.

**9.3.1.1** The employee may use the bereavement leave up to six months after the death.

**9.3.2** Bereavement leave to attend the funeral of a close friend or a relative not a member of the immediate family will be granted for the time necessary to attend the funeral up to one-half a day per year.

**9.4 Personal Necessity Leaves:** Each member of the Association may elect, in case of personal necessity, to use available personal illness or injury leave as provided

in Section 9.2 of this Agreement. As used herein, the term “Personal Necessity” shall refer to those situations when the member’s presence is urgently required, as opposed to situations where the particular matter could be taken care of on weekends or in after school hours. The term “Personal Necessity” shall include the following situations:

**9.4.1** Advance permission shall not be required, but the member shall make every effort to comply with administrative procedures to secure a substitute.

**9.4.1.1** Serious illness or injury of a member of an employee’s immediate family.

**9.4.1.2** An accident involving the member’s person or property or the person or property of a member of his/her immediate family.

**9.4.1.3** An appearance in any court or before an administrative tribunal as a litigant or as a witness under an official order. Witness fees, less reimbursed expenses, shall be endorsed to the District.

**9.4.2 Personal Importance:** Advance permission shall not be required but advance notice of forty-eight (48) hours must be given, whenever possible, for leave of no more than seven (7) days per year in matters of compelling personal importance. Said leave is to be governed by the following:

**9.4.2.1** If the employee chooses not to give a specific reason for the absence, the employee may certify that the absence is necessitated by a reason, the revealing of which would constitute an invasion of compelling personal privacy.

**9.4.2.2** Such leave, used in the last two weeks of the school year will require prior approval of the site administrator.

**9.4.3** The manner of proof for a member electing to use leave authorized by 9.4.1 and 9.4.2 above consists of the member’s entry into the District’s Absence Management System, with a statement of the facts and reasons for Personal Necessity or Personal Importance.

**9.4.4** No more than ten (10) days of “sick leave” may be used for Personal Necessity in any school year. The seven (7) Personal Importance days will be applied against these ten (10) days.

**9.4.5** Any leave granted pursuant to this Article may not be taken for purposes of engaging in a strike, work stoppage or collective job action whether or not such strike, work stoppage or collective job action is deemed to be legal or illegal under the law.

**9.5 Additional Leave for Which Permission Shall Be Required:** When additional leave is required by an employee it may be approved administratively and based on evidence that the member acted in a prudent manner in attempting to avoid the necessity of being absent from work, provided that under no circumstances shall leave be available for purposes of personal convenience or the extension of a vacation period, pursuit of an avocation, for collective job actions or recreational activities. Special situations will be considered upon discussion with the Superintendent.

**9.6 Industrial Accident and Illness Leaves:** Members of the unit shall be entitled to industrial accident or illness leaves of absence under the following provisions:

**9.6.1** Allowable leaves shall be for a maximum of sixty (60) days during which the schools of the District are in session or when the member of the unit would otherwise have been performing work for the District in any one (1) fiscal year for the same accident

**9.6.1.1** The member must first have cause to file an Employer's First Report of Occupational Injury or Illness in triplicate: the signed original to the employee, one (1) copy to the District's Worker's Compensation Carrier and one (1) signed copy to the District Office.

**9.6.1.2** The member must include in the Absence Management System a statement of all facts and the words, "**Work Incurred Injury.**"

**9.6.1.3** A maximum of up to five consecutive working days of absence will be allowed for any industrial accident or illness provided the **Doctor's First Report of Work Injury** indicates a similar period of injury.

**9.6.1.4** Absence extending beyond five consecutive working days will not be charged to industrial accident or illness leave, unless the insurance carrier recognizes the injury or illness as work incurred.

**9.6.2** Allowable leave shall not be accumulated from year to year.

**9.6.3** Allowable leave shall commence on the first day of the absence.

**9.6.4** Payment for monthly salary lost while the member is on industrial accident or illness leave shall not, when added to a temporary disability indemnity payment granted the member under **Worker's Compensation Laws**, exceed the normal monthly salary.

**9.6.5** Industrial accident or illness leave shall be reduced by one (1) day for evidence that the member acted in a prudent manner in attempting to avoid the necessity of being absent from work, provided that under no circumstances shall leave be available for purposes of personal convenience or the extension of a

vacation period, pursuit of an avocation, for collective job actions or recreational activities. Special situations will be considered upon discussion with the Superintendent.

**9.6.6** When an industrial accident or illness occurs at a time when a full sixty (60) days will overlap into the next fiscal year, the member shall be entitled to only that amount remaining at the end for the fiscal year in which the injury of illness occurred, for the same illness or injury.

**9.6.7** If the sixty (60) day leave of absence is exhausted, and the member is not medically able to return to work, he/she shall then be entitled to the leave provisions of Article 9.2 of this Agreement. If the member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave, which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her salary.

**9.6.8** During any paid leave of absence, the member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the member the appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

**9.6.9** Any member receiving benefits for industrial accident or illness leave shall remain within the State of California unless authorized by the District to travel outside the state.

**9.6.10** Members requesting or claiming leaves of absence for industrial accident or illness are required to provide a doctor's certification that the member is medically unfit to return to work. Payment shall not be made unless certification is on file with the District.

**9.6.11** The member of the unit on Industrial Accident and Illness disability shall be entitled to return to a position comparable to that held at the time of the leave commenced.

## **9.7 Pregnancy Disability Leave:**

**9.7.1** Members of the unit are entitled to leave upon request for required absence due to the inability to work caused by pregnancy, miscarriage, childbirth, and recovery therefrom. Unit members are entitled to up to four (4) months of unpaid Pregnancy Disability Leave ("PDL"), although employees must use any accrued sick leave during this pregnancy disability leave. The unit member is also entitled to use differential leave as described in Article 9.2.



**9.7.2** The length of such absence, including its beginning and ending dates, shall be determined by the employee and her physician subject to the following conditions:

**9.7.2.1** The member of the unit shall notify her principal in writing and furnish a confirming certificate from her physician at least sixty (60) days prior to the expected date of birth. The statement of the physician shall be on forms furnished by the District.

**9.7.2.2** After the unit member is no longer disabled due to pregnancy, miscarriage, childbirth and recovery therefrom the member shall notify her principal in writing, and furnish a certificate from her physician indicating the date of expected return to duty. The statement of the member and the physician shall be on a form furnished by the District.

**9.7.3** Such leave shall be limited to those disabilities caused or contributed to by pregnancy, miscarriages, childbirth, and recovery there from and no other.

**9.7.4** The member of the unit on leave for pregnancy disability shall be entitled to return to the grade level at which they were assigned at the time the leave commenced.

## **9.8 Maternity and Paternity Leave and Child-Rearing Leave:**

**9.8.1** Unit members eligible for CFRA leave may choose to take up to 12 workweeks of maternity or paternity leave under the CFRA. Pursuant to Education Code section 44977.5, sick leave will be applied toward these 12 workweeks of maternity or paternity leave until all sick leave is exhausted. Thereafter, pursuant to Education Code section 44977.5, the unit member may use differential leave for the balance of this 12 workweek maternity or paternity period. If a unit member has already used the five months of differential leave, the 12 workweek maternity or paternity leave will be unpaid.

Pursuant to Education Code section 44977.5, an eligible unit member will only be provided one of these 12 workweek periods per maternity or paternity in which differential leave may be used. If a school year ends before this 12 workweek period is exhausted, the employee may take the balance of the 12 workweek period in the subsequent school year if the employee chooses to continue his or her maternity or paternity leave.

**9.8.2** A unit member's 12 workweeks of maternity or paternity leave under the CFRA shall run concurrently with a unit member's entitlement to take the same leave under the Family Medical Leave Act ("FMLA").

**9.8.3** The District may also grant unpaid child care leave beyond the 12 weeks of FMLA/CFRA leave. This child-rearing leave may be granted at the discretion of the District for up to one (1) year for periods of absence not required or necessitated by reason of pregnancy, miscarriage, childbirth, and recovery therefrom. Such leave shall be without pay. The employee shall have the option to continue health and welfare benefits at his/her own expense.

**9.9 Jury Leave:** The district agrees to grant to members of the unit regularly called for jury duty in the manner provided by law, leave of absence. Absence for jury duty shall be without loss of pay for time the member is required to perform jury duty during the member's regularly assigned working hours. Members so called for jury duty must notify the District of service date(s) upon receiving said notice from officers of the court. The member shall endorse over to the District any jury or witness fees, if any, exclusive of meals, travel, and parking allowances. The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation.

**9.10 Long-Term Leaves:**

**9.10.1 Request For Leave:** The applicant shall notify the District Superintendent in writing of his/her intention to apply for leave without pay for the succeeding school year by March 1, and shall submit a written request (including statement of his/her intention to return) to the Board of Trustees by April 1. The deadline date may be waived if the District Superintendent determines that the late request is beyond the control of the applicant.

**9.10.2 Notice of Return:** During the period of absence while on leave without pay the employee shall notify the District Superintendent by March 1 of his/her intent to return to the District for the following year. The deadline date may be waived at the discretion of the Superintendent.

**9.10.3 Rights and Benefits:** There shall not be financial compensation during leaves of absence without pay, but other rights and benefits, such as tenure, sick leave, salary placement and retirement, which were accumulated during prior service in the District, shall be retained. The employee may continue his/her health/welfare insurance benefits at his/her own expense.

**9.10.4 Continuity of Service:** Leaves of absence shall not constitute a break in the continuity of service in the District but such leave shall not be considered a year of service for advancement on the salary schedule.

**9.10.5 Reinstatement:** An employee returning from a leave of absence without pay shall be placed at a grade/school available at that time.

**9.10.6** Leaves of absence without pay for a period exceeding one calendar month may be granted only by the Board of Trustees and provided such leave does not seriously inconvenience the District.

**9.10.7 Cause for Leave Without Pay:** Leaves of absence without pay may be approved for study, travel, for family responsibilities, and for illness and convalescence.

**9.10.8 Length of Absence:** A leave without pay may be granted up to a period of one year. Excepting emergencies, no employee will commence or terminate a long-term leave other than at the conclusion of a trimester

**9.10.9 Eligibility:** At anytime after service as a permanent employee, such employee may submit a request for an unpaid leave of absence for the following school year.

**9.10.10 Extent and Distribution:** Each request for leave of absence without pay shall be evaluated on its own merits. The Board of Trustee's decision being based upon the best educational interest of the District.

**9.10.11 Frequency of Leaves:** After three years of service following a leave without pay, an employee may request another leave of absence without pay.

## **9.11 Sabbatical Leave:**

**9.11.1** The Board of Trustees may permit employees to take sabbatical leave for the purpose of self-improvement and benefit to the District through study at an accredited college or university.

**9.11.1.1** Sabbatical leave not to exceed one (1) year for study, may be granted after seven (7) years of consecutive service.

**9.11.1.2** A request for sabbatical leave shall be made in writing to the Board prior to April 15, of the year in which the leave is requested.

**9.11.1.3** In the event the employee requests payment of his/her salary during the sabbatical leave, he/she shall furnish a bond as provided in Section 44969 of the Educational Code.

**9.11.1.4** Fifty percent (50%) of salary may be paid only to those applicants who plan to spend a full semester in study which shall directly benefit the Children of the District. Salary shall be based upon the amount the applicant would receive during the sabbatical year in the District.

**9.11.1.5** An official transcript and/or a statement of accomplishments in relation to the objectives stated on the application shall be filed with the Superintendent by October 1, of the year in which the applicant returns.

**9.11.1.6** The sabbatical year shall not constitute a year's teaching experience on the salary schedule.

**9.11.1.7** The applicant shall be notified in writing of his/her acceptance or denial, within thirty (30) days of the filing of said application or by May 15 of the year the leave is requested.

**9.11.1.8** Each case shall be considered on its individual merit.

## **ARTICLE X: TRANSFER**

**10.1** The District Superintendent shall, by written notification, provide each unit member with his/her tentative grade, school and room assignment by June first (1) of each year. Notification in writing shall be made immediately if this tentative assignment should change.

**10.1.2** Unit members desiring a transfer or reassignment shall have the option of meeting with the District Superintendent and shall submit a written request to the Administration, stating the specific assignment or nature of the assignment and school or schools preferred. Requests for the ensuing year must be on file in the District office by April 15.

### **10.2 Voluntary Transfers and Reassignment**

**10.2.1** Unit members desiring a transfer or reassignment shall have the option of meeting with the District Superintendent and shall submit a written request to the Administration, stating the specific assignment or nature of the assignment and school or schools preferred. Requests for the ensuing year must be on file in the District Office by April 15.

**10.2.2** In filling vacancies occurring among unit members, consideration shall first be given to unit members who wish to be considered. In making his/her determination and selection, the Superintendent shall consider, for both unit members currently employed and applicants for new positions, the following criteria: the applicant's educational preparation, credentials, experience in grade level, experience in subject matter, longevity of employment with the District, federal and state laws including Affirmative Action guidelines, and the best interests of the students. The final selection shall be at the discretion of the Superintendent, who will use the above criteria to select the best-qualified candidate for the position. The District shall distribute a form on March 1 to solicit

this information from the current employees in a prioritized fashion. In the event a vacancy occurs during the summer vacation recess period, the District shall give notice of the vacancy to teachers who indicated an interest in the grade level or subject matter.

**10.2.3** In the event of a vacancy for which a unit member requesting a voluntary transfer and reassignment is not selected, the applicant will, upon written request, be afforded an interview with the Superintendent to discuss the matter at the earliest mutually agreed-upon time.

### **10.3 Involuntary Transfers and Reassignments:**

**10.3.1** It shall be the policy of the District Superintendent to transfer or reassign certificated personnel so that the best interests of the students are served and the abilities and desires of personnel are coordinated with the District's needs. The transfer or reassignment of teachers shall be the responsibility of the District Administration (Superintendent and site Principals).

**10.3.2** The District Administration may transfer or reassign teachers during their probationary period, whenever possible, so that the probationary teachers may broaden their experience and have more than one administrator make recommendations for tenure. Probationary teachers shall also have the right to initiate a voluntary transfer or reassignment pursuant to Section 10.1 above for such reasons.

**10.3.3** Notice of proposed involuntary transfer or reassignment shall be given to the unit member involved immediately upon the District Administration's determination that a transfer may be necessary in the best interest of the District. At the written request of any unit member being transferred pursuant to this paragraph, within ten (10) days of the notice by the District Superintendent and/or site Principal shall hold a conference with said unit member in order to discuss the reasons for such proposed transfer or reassignment.

**10.3.4** It is understood that on occasion, due to late registrations, adjustments of class size, or other such reasons in the best interest of the District, a unit member's tentative assignment may need to be changed between June 1 and the beginning of school in the fall of each year. While it shall be the policy of the District to avoid such transfers whenever possible, it is understood that it may be necessary to effect a transfer in the summer when school is not in session. In such instances, the District Administration, at the earliest possible time, shall give notice of such a proposed transfer in person or by telephone. If such contact is not made due to a unit member's vacation scheduled or unavailability at his/her residence, notice pursuant to this Article shall be given by registered or certified mail.

**ARTICLE XI: CLASS SIZE**

**11.1 Class Size Overage**

Grades TK-3: For each elementary classroom, grades TK-3, in which the class's actual enrollment exceeds twenty-six (26) pupils on the last day of the month, the District shall pay that teacher Fifty Dollars (\$50) for each pupil in excess of twenty-six (26) pupils, for each month from September through June.

Grades 4-5: For each elementary classroom, grades 4-5, in which the class's actual enrollment exceeds twenty-eight (28) pupils on the last day of the month, the District shall pay that teacher Fifty Dollars (\$50) for each pupil in excess of twenty-eight (28) pupils, for each month from September through June.

Grades 6-8: For each middle school classroom, grades 6-8, in which the actual enrollment exceeds twenty-eight (28) pupils per period on the last day of the month, exclusive of P.E. and the Activity Period, the District shall pay each teacher Ten Dollars (\$10) for each pupil in excess of 28 pupils per period, for each month from September through June.

An excess number of students above the stated limits in grades 6-8 may be assigned to a unit member upon mutual agreement of the unit member, the Association, and the District.

Class size overage payments shall be made at the end of each trimester.

**11.2** The above class enrollments for Grades 4-6 shall be based on actual enrollments as of the third week of the beginning of school. The above class enrollment for Grades 7-8 shall be based on actual enrollments as of the third week of the beginning of each trimester. The actual enrollments shall be based only upon the number of classroom teachers, exclusive of those assigned to special education, and exclusive of administrative personnel and non-classroom teaching personnel such as counselors and librarians.

**11.3** Classroom enrollment for Transitional Kindergarten through 3<sup>rd</sup> grade shall generally not exceed 24 students, but may be 26 students when necessary to accommodate district residents or to prevent the revocation of transfer permits for current students.

**11.4** Initial distribution of pupils for each grade level and each individual period of instruction each year shall be done on an equitable basis. Additional placement throughout the year will also be done on an equitable basis. The District shall make a good faith effort to balance class size at the middle school. Teachers at San Benancio Middle School shall be involved in assisting with the development of an equitable schedule.

## **ARTICLE XII: EVALUATION PROCEDURES:**

**12.1** Each teacher shall be given, in written form at the beginning of the school year, the District's mission statement, goals, and the California Standards for the Teaching Profession (CSTP) as they apply to his/her position.

**12.1.1** A form for setting Teacher Goals and Objectives shall be used.

**12.2** Goals and Objectives: The Goals and Objectives shall be subject to the approval of the teacher's evaluator. The Goals and Objectives shall be related to student achievement, the school site plan and/or the CSTP. This process shall be completed by October 15 each year.

**12.2.1** In a year in which a teacher is being evaluated, each teacher shall develop five Goals and Objectives. The goals may be developed in collaboration with the teacher's grade-level or department or individually.

**12.2.2** In years other than evaluation years, teachers shall develop at least three Goals and Objectives, which may be developed in collaboration with the teacher's grade-level or department or individually.

**12.3** Areas of Evaluation: Each teacher of the unit shall be evaluated upon his/her performance as related to the following:

**12.3.1** The progress of students toward the agreed standards of expected student achievement. (Standard 5)

**12.3.2** The performance of those non-instructional duties as may be prescribed by the Board.

**12.3.3** The establishment and maintenance of a suitable learning environment within the scope of the member's responsibility. (Standard 2)

**12.3.4** Adherence to District Curricular Objectives (Standard 3)

**12.3.5** Instructional Techniques and Strategies (Standards 1 and 4)

### **12.3.6 Developing as a Professional Educator (Standard 6)**

**12.4 Evaluation Procedure:** The evaluation procedure may consist of classroom observations and/or teacher projects/portfolios. The evaluation may also include, but not be limited to, self-evaluation and observances of non-teaching responsibilities.

**12.4.1 Evaluation Cycle:** Temporary and probationary teachers will be evaluated each year. Permanent teachers will be evaluated at least every other year, except as provided in Section 12.4.1.1.

**12.4.1.1** Permanent teachers may be evaluated at least every three years if the following criteria are met: a) employed at least 10 years with the District; b) highly qualified under the No Child Left Behind Act; c) previous evaluation rated the employee as meeting or exceeding standards; and d) the evaluator and the certificated employee agree. The certificated employee and the evaluator may withdraw consent at any time. In the event that Education Code section 44664 is amended to change the criteria for an alternative evaluation schedule, this section shall be changed to reflect the amended criteria.

**12.4.2 Classroom Observation:** Each classroom observation shall consist of a pre and post-conference and scheduled observation of at least thirty minutes; the observation time shall be mutually agreed upon by the evaluator and teacher. Classroom observations will be used in formulating the teacher's summative evaluation.

**12.4.2.1** The evaluator shall conduct a classroom observation for probationary and temporary teachers at least twice yearly, once prior to December 15 and once prior to March 1. Permanent teachers shall be observed at least once every other year prior to April 1, except that permanent teachers who are evaluated pursuant to Section 12.4.1.1 shall be observed at least once every three years prior to April 1.

**12.4.2.2** The formal observation post-conference shall be held within five (5) schooldays of the observation, at which time all areas of the observation will be discussed. Within ten (10) school days after the post-observation conference, the evaluator will provide the teacher with a completed written observation form.

**12.4.2.3** The evaluator and teacher shall both sign the completed observation form, to indicate receipt. The teacher may elect to append a statement to the observation form, which shall be placed in the personnel file of the teacher within (10) days of the teacher's receipt.



**12.4.2.4** The teacher shall have the right to an additional formal observation and subsequent conference if he/she requests it within (5) five days of receipt of the completed written observation form. The teacher may also request an additional observation by another evaluator. The other evaluator will be mutually agreed upon by the evaluator and the teacher. If there is no agreement, the other evaluator will be selected by the Superintendent. The second observation shall be placed in the Personnel File and given consideration for the summative evaluation.

**12.4.3 Teacher Project/Portfolio:** Permanent teachers with prior satisfactory performance evaluations may, with the agreement of their evaluator, elect to do a teacher project/portfolio in lieu of a classroom observation for purposes of evaluation. The teacher's project/portfolio will be used in formulating the teacher's summative evaluation.

**12.4.3.1 Criteria for Teacher Projects/Portfolios:** Teacher Project/Portfolios will align with the CSTPs, promote professional growth, be mutually agreed upon between the principal and the teacher, align with district Curriculum Guides and the District's Strategic Plan, and contain a timeline for completion.

**12.4.3.2 Teacher Projects/Portfolios Timelines:** Eligible teachers have until October 15 to submit a written Teacher Project/Portfolio proposal in lieu of a classroom observation (Evaluation Form: WUSD EVAL 6). The first evaluation conference will be completed on or before October 31. The final project due date will be agreed upon at the first evaluation conference. The second evaluation conference will take place on or before February 15. Self-Assessments are due on or before April 15 (Evaluation Form: WUSD EVAL 7).

**12.5 Summative Evaluation:** Summative evaluations will contain information gathered from any or all of the following sources: classroom observations, teacher projects/portfolios, student products/performance, student achievement data, and/or teacher products (tests, handouts, assignments, etc.).

**12.6 Summative Evaluation Conference:** Summative evaluation conferences shall be held for all teachers being evaluated no later than forty (40) calendar days before the last day of school. Teachers shall receive a completed copy of the summative evaluation form no later than ten (10) calendar days after the summative evaluation conference. Both parties shall sign the formal evaluation form, to indicate receipt. Summative evaluation forms shall be placed in the personnel file of the teacher within ten days of the teacher's receipt.

**12.6.1 Unsatisfactory Evaluation:** In the event a teacher receives an unsatisfactory evaluation, the evaluator shall provide written suggestions for improvement within five (5) days of the evaluation conference. The suggestions for improvement will include a time frame for progress. If the evaluation rating is unsatisfactory in the areas of teaching methods or instruction, the evaluation may include the requirement that the teacher shall, as determined necessary by the Principal, participate in a plan of improvement designed to improve the employee's performance, to further pupil achievement and the instructional objectives of the District.

**12.6.2** The evaluation of teachers, except for the alleged violation of procedural matters, shall not be subject to the grievance procedure.

**ARTICLE XIII HEALTH AND WELFARE BENEFITS:**

**13.1** Effective January 1, 2013, the District agrees to pay the following amounts for employee coverage for medical, dental and vision, for all employees of the unit who are assigned to full time positions: (Effective the 2014-15 school year, medical and dental benefits are covered by California's Valued Trust and vision is covered by EyeMed.)

|                 | <b>Monthly</b> | <b>Annually</b> |
|-----------------|----------------|-----------------|
| <b>Medical:</b> |                |                 |
| Employee only   | 682.40         | 8,188.80        |
| Employee + 1    | 1,112.86       | 13,354.32       |
| Family          | 1,446.72       | 17,360.64       |
|                 | <b>Monthly</b> | <b>Annually</b> |
| <b>Dental:</b>  |                |                 |
| Employee only   | 44.70          | 536.40          |
| Employee + 1    | 82.52          | 990.24          |
| Family          | 132.35         | 1,588.20        |
| <b>Vision</b>   |                |                 |
| Employee only   | 8.40           | 100.80          |
| Employee + 1    | 16.80          | 201.60          |

Family

21.70

260.40

Employees will receive full health coverage through July 31 of each contract year, if their teaching obligation has been completed.

**13.1.4** Certificated employees who retire with at least fifteen (15) years credit service with the District and who are 55 years of age or older by July 1 of that year shall receive single employee medical insurance benefits until the age of 65 in the same manner as full-time employees. After 65 years of age, retirees may elect to continue to be enrolled in the District's medical insurance program at their own expense.

**13.2** Employees and retirees who are receiving the benefits specified above shall coordinate such benefits with their entitlement to Medicare so as to minimize the cost of premiums at their own expense.

**13.3** The District shall implement the Medicare option for persons employed before April 1, 1986, pursuant to the rules adopted by PERS.

**13.4** Absent a negotiated agreement, all increases to benefits will be paid by the employee. The increased employee contribution shall commence in the September paycheck. The amount deducted each month shall be determined by calculating the full year increase and dividing that increase over ten (10) paychecks (September – June).

#### **ARTICLE XIV EARLY TELL RETIREMENT STIPEND**

**14.1** Bargaining unit members who notify the District by February 1, of their retirement in June of the same year, shall receive a \$1,500 one-time stipend. To be eligible, the unit member must retire under CalSTRS or CalPERS concurrently with their separation from District employment. Notification shall be by written irrevocable resignation. The stipend shall be paid in a lump sum in the March payroll..

#### **ARTICLE XV JOB SHARING**

**15.1 Definition:** Job sharing, for the purposes of this article, is the sharing of one (1) full-time assignment by either two (2) permanent employees or by one (1) permanent employee and one (1) probationary employee, with the approval of the Administration.

**15.2 Eligibility:** Any assignment opening shall be available to permanent employees who meet the following requirements:

**15.2.1** Qualify for a leave of absence under the leave provisions of Article IX;

**15.2.2** Secure a partner that meets the approval of the immediate supervisor;

**15.2.3** Jointly agree to share a job;

**15.2.4** Make a written application to the Superintendent.

**15.3 Application:** Application shall include a determination of which employee's job is being shared, and a written plan for the job-sharing assignment delineating the responsibilities of each of the employees. Each employee shall communicate his/her plan to the supervisor responsible for the evaluation of the job-sharing assignment for his/her review and approval prior to submission to the Superintendent.

**15.4 Approval:** Approval shall be granted upon the recommendation of the Superintendent and action of the Board of Trustees.

**15.5 Duration of Assignment:** Each job-sharing assignment shall have a duration of one (1) year. Each employee shall notify, in writing, the Superintendent by March 1, of his/her desire regarding returning to full-time employment or continuing the job-sharing assignment. Renewal of the assignment shall be based upon the recommendation of the supervisor and the Superintendent subject to the approval of the Board of Trustees.

**15.6 Compensation:** Each employee shall be compensated on a pro-rata basis consistent with the part-time nature of the job-sharing assignment. The employee's part time salary shall be that proportionate share of his/her regular salary had he/she remained a full-time employee.

**15.7 Health and Welfare Benefits:** Those teachers who are accepted and approved to job share will receive the benefit on one (1) full time equivalent benefit package in addition to salary. The allocation of that benefit package, to the extent allowed by carriers, shall be made as a mutual decision of the employees involved in the job sharing. The employees would provide the District with a document stating each party's clear understanding of the individuals regarding benefits prior to the beginning of the job-sharing contract.

**15.8 Professional Advancement:** Teachers in a job-sharing arrangement shall advance one year on the salary schedule after they have accumulated the equivalent of one full year of teaching. Advancement shall take place only at the commencement of a school year.

**15.9 Reinstatement:** Employees sharing a job are considered on leave of absence for that portion of the work year not fully employed. The employee sharing another employee's position is not entitled to reinstatement in his/her partner's position.

## **ARTICLE XVI SUMMER SCHOOL**

**16.1 Application:** Summer School applications will be made available by March 15. Applications must be submitted to the District Office by April 1. All applicants will be notified of their summer school employment status, in writing, by May 1. The following criteria shall be considered for hiring Summer School employees.

**16.1.1** First priority to District Employees.

**16.1.2** District needs for particular credential authorization and qualifications

**16.1.3** Grade level experience

**16.1.4** Years of service to the District.

**16.1.5** Previous District Summer School experience.

## **ARTICLE XVII SPECIAL EDUCATION**

**17.1** General education unit members with Individuals with Exceptional Needs fully included in any academic period may request modified materials as specified by the student's IEP for use in the regular classroom. Regular education teachers shall not be required to purchase such modified materials without reimbursement by the District.

**17.2** The District shall provide a copy of the IEP as soon as practicable after receiving the IEP documentation from the sending district whenever an Individual with Exceptional Needs is assigned to the class of any unit member.

**17.3** General education unit members shall attend IEP meetings planned and scheduled outside of the regular work hours pursuant to Article 6.2.

**17.4** The District shall provide or make available professional development or specialized training for general education members whose classroom management and teaching are impacted by fully included Individuals with Exceptional Needs in their classroom. General education members shall request additional training through site administrator.

**17.5** The determination of the size of classes with fully included Individuals with Exceptional Needs shall take into consideration any extraordinary demands on physical

space, unit member supervision of Individuals with Exceptional Needs, and/or the number of fully included students in the classroom or period.

## **ARTICLE XVIII                    ASSOCIATION**

**18.1** The Gabilan Teachers Association (GTA) President shall have an aggregate total of five (5) days (or ten (10) half days) leave to utilize for GTA/CTA/NEA representation and training. Such leave shall be contingent upon the availability of substitute coverage and shall require at least forty-eight (48) hours prior notification to the Superintendent as to the day or days of leave requested and the purpose for the leave (such as, but not limited to, Association President training, negotiations or grievance preparation or representation, GTA Presidents' meetings and lobby days, organizing and preparing ratification ballots, planning and writing surveys for Association business, and meeting with the Superintendent or administrators to do problem solving). The association shall reimburse the district for the cost of the substitute for each day or half-day of leave utilized by the GTA President.

## **ARTICLE XIX                    SAVINGS PROVISION**

**19.1** If any provisions of the Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

## **ARTICLE XX                    EFFECT OF AGREEMENT**

**20.1** It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law and that in the absence of specific provisions in this Agreement and such practices and procedures are discretionary.

## **ARTICLE XXI                    COMPLETION OF MEET AND NEGOTIATE**

**21.1** During the terms of this Agreement the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement and even though such subjects of matters were proposed and later withdrawn.

**21.2** This Agreement in its entirety is subject to renegotiation in the event current or future legislation significantly reduces or eliminates the ability of the District to implement this Agreement.

**21.3 Printing of the Agreement:** Within one (1) month of ratification of this Agreement by both parties, the employer agrees to print sufficient copies of the Agreement for distribution to all Members of the Unit employed by the District and two (2) copies to the CTA office.

This Agreement, having been ratified by the members of the **Gabilan Teachers Association/ CTA/NEA** and the **Board of Trustees of Washington Union School District**, we hereby sign and agree to be bound by this Agreement effective on the day and year first written, which said Agreement shall remain in full force and effect up to and including **June 30, 2025**.

X

Gina Uccelli  
Superintendent

X

Andrew Hogan  
GTA President

## APPENDIX





2023-2024

|         | I<br>BA or BS +<br>Intern or other<br>temporary<br>permit | II<br>BA or BS +15 +<br>Intern or other<br>temporary<br>permit | III<br>BA or BS +30 or<br>Preliminary or<br>Clear Credential | IV<br>BA or BS +45 or<br>MA + Clear<br>Credential | V<br>BA or BS + 60<br>or MA +15 +<br>Clear Credential | VI<br>BA or BS +75 or<br>MA + 30 + Clear<br>Credential |
|---------|---|--|--|---|---|--|
| STEP 1  | 55,727  | 55,727   | 55,727   | 55,727  | 58,300  | 58,261   |
| STEP 2  | 55,727  | 55,727   | 55,727   | 58,300  | 58,260  | 60,214   |
| STEP 3  | 55,727  | 55,727   | 56,300   | 58,260  | 60,214  | 62,175   |
| STEP 4  | 55,727  | 57,394   | 57,569   | 61,388  | 63,388  | 65,388   |
| STEP 5  | 57,394  | 59,394   | 61,385   | 63,385  | 65,388  | 67,383   |
| STEP 6  |   | 61,385   | 63,385   | 65,389  | 67,383  | 69,388   |
| STEP 7  |   | 64,601   | 66,647   | 68,682  | 70,713  | 72,756   |
| STEP 8  |   |  | 68,682   | 70,713  | 72,756  | 74,793   |
| STEP 9  |   |  | 70,713   | 72,756  | 74,793  | 76,823   |
| STEP 10 |   |  | 72,756   | 74,793  | 76,823  | 78,865   |
| STEP 11 |   |  | 74,430   | 76,455  | 80,370  | 82,457   |
| STEP 12 |   |  | 76,108   | 78,121  | 82,457  | 84,515   |
| STEP 13 |   |  | 77,787   | 79,797  | 84,514  | 86,591   |
| STEP 14 |   |  | 79,482   | 81,493  | 86,172  | 88,234   |
| STEP 15 |   |  | 81,119   | 83,134  | 87,810  | 89,875   |
| STEP 16 |   |  | 81,119   | 83,134  | 87,810  | 89,875   |
| STEP 17 |   |  | 82,758   | 84,773  | 89,449  | 91,513   |
| STEP 18 |   |  | 82,758   | 84,773  | 89,449  | 91,513   |
| STEP 19 |   |  | 83,645   | 86,417  | 91,098  | 93,160   |
| STEP 20 |   |  | 83,645   | 86,417  | 91,098  | 93,160   |
| STEP 21 |   |  | 84,398   | 88,061  | 92,733  | 94,803   |
| STEP 22 |   |  | 84,398   | 88,061  | 92,733  | 94,803   |
| STEP 23 |   |  | 86,045   | 89,687  | 94,373  | 96,447   |
| STEP 24 |   |  | 86,045   | 89,687  | 94,373  | 96,447   |
| STEP 25 |   |  | 86,924   | 91,335  | 95,702  | 98,081   |
| STEP 26 |   |  | 86,924   | 91,335  | 95,702  | 98,081   |
| STEP 27 |   |  |  | 92,974  | 97,341  | 99,718   |
| STEP 28 |   |  |  | 92,974  | 97,341  | 99,718   |
| STEP 29 |   |  |  |   | 98,980  | 101,358  |
| STEP 30 |   |  |  |   |   | 101,358  |





2024-2025

|         | I<br>BA or BS +<br>Intern or other<br>temporary<br>permit | II<br>BA or BS +15 +<br>Intern or other<br>temporary<br>permit | III<br>BA or BS +30 or<br>Preliminary or<br>Clear Credential | IV<br>BA or BS +45 or<br>MA + Clear<br>Credential | V<br>BA or BS + 60<br>or MA +15 +<br>Clear Credential | VI<br>BA or BS +75 or<br>MA + 30 + Clear<br>Credential |
|---------|---|--|--|---|---|--|
| STEP 1  | 56,284.00   | 56,284.00  | 56,284.00  | 56,284.00   | 56,861.00   | 58,843.00  |
| STEP 2  | 56,285.00   | 56,285.00  | 56,285.00  | 56,862.00   | 58,842.00   | 60,816.00  |
| STEP 3  | 56,285.00   | 56,285.00  | 56,862.00  | 58,843.00   | 60,816.00   | 62,799.00  |
| STEP 4  | 56,285.00   | 57,968.00  | 58,145.00  | 61,999.00   | 64,020.00   | 66,042.00  |
| STEP 5  | 57,968.00   | 59,988.00  | 61,999.00  | 64,019.00   | 66,041.00   | 68,057.00  |
| STEP 6  |   | 61,999.00  | 64,019.00  | 66,043.00   | 68,057.00   | 70,080.00  |
| STEP 7  |   | 65,247.00  | 67,313.00  | 69,369.00   | 71,419.00   | 73,485.00  |
| STEP 8  |   |  | 69,369.00  | 71,419.00   | 73,483.00   | 75,543.00  |
| STEP 9  |   |  | 71,419.00  | 73,483.00   | 75,543.00   | 77,591.00  |
| STEP 10 |   |  | 73,483.00  | 75,543.00   | 77,591.00   | 79,654.00  |
| STEP 11 |   |  | 75,175.00  | 77,220.00   | 81,174.00   | 83,282.00  |
| STEP 12 |   |  | 76,869.00  | 78,902.00   | 83,282.00   | 85,361.00  |
| STEP 13 |   |  | 78,565.00  | 80,594.00   | 85,359.00   | 87,456.00  |
| STEP 14 |   |  | 80,277.00  | 82,309.00   | 87,033.00   | 89,117.00  |
| STEP 15 |   |  | 81,930.00  | 83,965.00   | 88,688.00   | 90,774.00  |
| STEP 16 |   |  | 81,930.00  | 83,965.00   | 88,688.00   | 90,774.00  |
| STEP 17 |   |  | 83,585.00  | 85,621.00   | 90,345.00   | 92,428.00  |
| STEP 18 |   |  | 83,585.00  | 85,621.00   | 90,345.00   | 92,428.00  |
| STEP 19 |   |  | 84,481.00  | 87,281.00   | 92,006.00   | 94,092.00  |
| STEP 20 |   |  | 84,481.00  | 87,281.00   | 92,006.00   | 94,092.00  |
| STEP 21 |   |  | 85,243.00  | 88,942.00   | 93,680.00   | 95,751.00  |
| STEP 22 |   |  | 85,243.00  | 88,942.00   | 93,680.00   | 95,751.00  |
| STEP 23 |   |  | 86,905.00  | 90,594.00   | 95,317.00   | 97,411.00  |
| STEP 24 |   |  | 86,905.00  | 90,594.00   | 95,317.00   | 97,411.00  |
| STEP 25 |   |  | 87,794.00  | 92,247.00   | 96,659.00   | 99,062.00  |
| STEP 26 |   |  | 87,794.00  | 92,247.00   | 96,659.00   | 99,062.00  |
| STEP 27 |   |  |  | 93,905.00   | 98,315.00   | 100,715.00   |
| STEP 28 |   |  |  | 93,905.00   | 98,315.00   | 100,715.00   |
| STEP 29 |   |  |  |   | 99,970.00   | 102,372.00   |
| STEP 30 |   |  |  |   |   | 102,372.00   |

Certificated Salary Schedule  
Pending Approval by Board April 24, 2024



**Washington Union Elementary School District**  
**Speech and Language Pathologist School Psychologist Schedule**  
**2023-24**

| <u>STEP</u> | <u>Salary</u> |
|-------------|---------------|
| 1           | \$ 85,455     |
| 2           | \$ 88,019     |
| 3           | \$ 90,660     |
| 4           | \$ 93,379     |
| 5           | \$ 96,181     |
| 6           | \$ 99,066     |
| 7           | \$ 102,038    |
| 8           | \$ 105,099    |
| 9           | \$ 108,253    |
| 10          | \$ 111,500    |
| 11          | \$ 114,844    |
| 12          | \$ 118,290    |

Initial Placement Dependent upon relevant experience.

Speech Language Pathologist and Psychologist  
 1.0% Increase  
 Approved by Board April 24, 2024



**Washington Union Elementary School District**  
 Speech and Language Pathologist School Psychologist Schedule  
 2024-25

| STEP | Salary     |
|------|------------|
| 1    | \$ 86,310  |
| 2    | \$ 88,900  |
| 3    | \$ 91,567  |
| 4    | \$ 94,313  |
| 5    | \$ 97,142  |
| 6    | \$ 100,057 |
| 7    | \$ 103,059 |
| 8    | \$ 106,150 |
| 9    | \$ 109,335 |
| 10   | \$ 112,615 |
| 11   | \$ 115,993 |
| 12   | \$ 119,473 |

Initial Placement Dependent upon relevant experience.

Speech Language Pathologist and Psychologist  
 1.0% Increase  
 Approved by Board April 24, 2024