

WHEATLAND SCHOOL DISTRICT

CERTIFICATED EMPLOYEE CONTRACT

July 1, 2008 - June 30, 2011

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. AGREEMENT	1
ARTICLE 2. RECOGNITION	1
ARTICLE 3. DUTIES AND RESPONSIBILITIES	2
ARTICLE 4. CLASS SIZE	4
ARTICLE 5. ASSIGNMENT	5
ARTICLE 6. TRANSFERS	5
ARTICLE 7. LEAVES	7
ARTICLE 8. TEACHER SAFETY	17
ARTICLE 9. EMPLOYEE BENEFITS	17
ARTICLE 10. EVALUATIONS	18
ARTICLE 11. PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS	20
ARTICLE 12. SALARIES	22
ARTICLE 13. MISCELLANEOUS PROVISIONS	26
ARTICLE 14. GRIEVANCE PROCEDURE	27

TABLE OF CONTENTS
(continued)

	<u>Page</u>
ARTICLE 15. DISCIPLINE LESS THAN DISMISSAL	29
ARTICLE 16. RETIREMENT OPTIONS AND BENEFITS	30
ARTICLE 17. HOME SCHOOL	31
ARTICLE 18. SAVINGS	32
ARTICLE 19. REOPENERS	32
SIGNATURE PAGE	32
APPENDIX A-1 Certificated Salary Schedules 2008/09 School Year	33
APPENDIX B Payment for Extra Duties 2008/09 School Year	35
APPENDIX C Shared Contract for Reduced Workload	36
APPENDIX D Benefits for Active Employees	39

ARTICLE 1. AGREEMENT

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Wheatland School District (“Board”) and the WESTA/CTA/NEA (“Association”), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549.3 of the Government Act (“Act”).
- 1.3 This Agreement shall remain in full force and effect from July 1, 2008 through June 30, 2011.

ARTICLE 2. RECOGNITION

- 2.1 Except as noted below, the Board recognizes the Association as the exclusive representative of all certificated employees of the Board for the purpose of meeting and negotiating pursuant to the Act.
- 2.2 This specifically includes both part-time and full-time employees who have:
 - X probationary or permanent status; or
 - X a temporary contract of employment for at least one (1) full year.
- 2.3 Excluded from representation are substitutes (except as noted in 2.2 above), management, supervisory and confidential employees.
- 2.4 Teacher Interns are included in the bargaining unit and enjoy the benefits and burdens established by this Agreement to the extent consistent with the employee’s non-probationary status except the employee’s salary may be adjusted by the District to the full extent permitted by statute. Service toward tenure shall be as provided in statute.

ARTICLE 3. DUTIES AND RESPONSIBILITIES

3.1 On Campus Duty Day

3.1.1 The on-campus duty day for a bargaining unit member is:

- (a) thirty (30) minutes before the first class at their assigned site is scheduled to commence on a regular school day; and
- (b) thirty (30) minutes following dismissal of the last class at their assigned site on a regular school day.
- (c) Exceptions for after school hours may be made by the principal on an individual basis.
- (d) A unit member may leave after their last class is dismissed on Fridays and proceeding holidays.

3.1.2 Attendance at staff meetings, after the end of the on-campus duty day, shall be based on a teacher's exercise of his/her professional judgment regarding whether to attend based on an individualized assessment of the impact of that decision on assigned students and the educational program.

3.2 Student Attendance Hours

3.2.1 The Board shall establish a daily schedule of attendance hours to fit the needs of the students of each school in compliance with existing law and/or District policy.

3.2.2 As necessary, this shall include "banking" minutes at a grade level (e.g. grades 1 – 3) to permit the scheduling of minimum days.

3.3 Duty Free Lunch

Every teacher shall be entitled to one (1) thirty (30) minute, duty-free, uninterrupted lunch on each regular school day.

3.4 Equitable Assigned Duty

3.4.1 All unit members shall attend:

- (a) Back to School Night
- (b) Parent Conferences

ARTICLE 1. AGREEMENT

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Wheatland School District (“Board”) and the WESTA/CTA/NEA (“Association”), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549.3 of the Government Act (“Act”).
- 1.3 This Agreement shall remain in full force and effect from July 1, 2008 through June 30, 2011.

ARTICLE 2. RECOGNITION

- 2.1 Except as noted below, the Board recognizes the Association as the exclusive representative of all certificated employees of the Board for the purpose of meeting and negotiating pursuant to the Act.
- 2.2 This specifically includes both part-time and full-time employees who have:
 - X probationary or permanent status; or
 - X a temporary contract of employment for at least one (1) full year.
- 2.3 Excluded from representation are substitutes (except as noted in 2.2 above), management, supervisory and confidential employees.
- 2.4 Teacher Interns are included in the bargaining unit and enjoy the benefits and burdens established by this Agreement to the extent consistent with the employee’s non-probationary status except the employee’s salary may be adjusted by the District to the full extent permitted by statute. Service toward tenure shall be as provided in statute.

ARTICLE 3. DUTIES AND RESPONSIBILITIES

3.1 On Campus Duty Day

3.1.1 The on-campus duty day for a bargaining unit member is:

- (a) thirty (30) minutes before the first class at their assigned site is scheduled to commence on a regular school day; and
- (b) thirty (30) minutes following dismissal of the last class at their assigned site on a regular school day.
- (c) Exceptions for after school hours may be made by the principal on an individual basis.
- (d) A unit member may leave after their last class is dismissed on Fridays and proceeding holidays.

3.1.2 Attendance at staff meetings, after the end of the on-campus duty day, shall be based on a teacher's exercise of his/her professional judgment regarding whether to attend based on an individualized assessment of the impact of that decision on assigned students and the educational program.

3.2 Student Attendance Hours

3.2.1 The Board shall establish a daily schedule of attendance hours to fit the needs of the students of each school in compliance with existing law and/or District policy.

3.2.2 As necessary, this shall include "banking" minutes at a grade level (e.g. grades 1 – 3) to permit the scheduling of minimum days.

3.3 Duty Free Lunch

Every teacher shall be entitled to one (1) thirty (30) minute, duty-free, uninterrupted lunch on each regular school day.

3.4 Equitable Assigned Duty

3.4.1 All unit members shall attend:

- (a) Back to School Night
- (b) Parent Conferences

- (1) Fall and Spring Day Conferences will be scheduled and held by the teacher. The teacher shall have the flexibility to determine the actual time to schedule each individual conference; and
- (2) At least one (1) opportunity will be scheduled each Fall and Spring for parents to attend an Evening Conference. The actual date for the evening conference shall be the same for all unit members at a site. The date for the Evening Conference will be the date during conference week selected by the staff.
- (3) A teacher may leave campus on a conference day after he/she has completed conferences; and
- (4) A teacher may leave campus, and return, on a day when Evening Conferences are schedule.

(c) If scheduled, an Open House not to exceed two (2) hours.

3.4.2 Within the on-campus duty day: unit members at a school site shall perform equitable assigned duty.

3.4.3 Outside the on-campus duty day: the District shall define assignments to be performed at each school site.

- (a) The Principal will first seek volunteers. If there are an insufficient number of volunteers, the Principal may assign a unit member to supervise up to three (3). If assignments must be made, they will be made in reverse order of seniority on a rotational basis (i.e. least senior first).
- (b) Assignments shall be related to either co-curricular or extra-curricular activities of students.
- (c) Stipend positions will not be replaced by (a) activities described above.

ARTICLE 4. CLASS SIZE

4.1 Individual class size shall not exceed the maximum except as outlined in Paragraph 4.2. or 4.3. of this Article.

<u>Class</u>	<u>Desired Class Size</u>	<u>Maximum Class Size</u>
K through 3	27	33
4 through 8	29	33
Combination of two grade levels	24	28

4.2 The District will review class sizes, on a school-site-by-school-site basis, on or about October 15 of each school year.

4.2.1 Teachers at the site, in the affected grade range (e.g., K-3 or 4-8) shall be consulted by the Principal before a decision regarding reassignment of students is effected.

4.2.2 After the consultation, students will be reassigned to equalize class size at a given grade level at a school site unless another action is agreed to by the affected teacher.

4.2.3 The above class size maximums shall not apply in any year in which the District implements class size reduction for the class in question.

4.3 Class size limits will not be applied to classes in:

4.3.1 art, instrumental and vocal music, physical education, drama, sewing; or

4.3.2 class sessions where two (2) or more teachers have team-teaching assignments; or

4.3.3 other organizational structures based on school needs.

ARTICLE 5. ASSIGNMENT

- 5.1 During the month of August, the District will register students for the ensuing school year. Following registration, assignments shall be made by the Superintendent based on the educational needs of the District. The Superintendent's decision to assign teachers will be based on, but is not limited to, the following:
- 5.1.1 the position to be filled
 - 5.1.2 the qualifications needed to fill the position
 - 5.1.3 teaching experience
 - 5.1.4 the teacher's statement of intent submitted to the District
 - 5.1.5 the teacher's position on the District seniority list.
- 5.2 All assignments shall be made by the District Superintendent within the scope of the certificated employee's credential on file in the office of the Yuba County Superintendent of Schools.
- 5.3 For purposes of this Article, assignment shall include a change in assigned grade level or subject area (whether at the same site or at another site), as well as a change in assigned school site.
- 5.4 If an employee is assigned pursuant to this Article, he/she shall be provided with a written statement of reasons upon request.

ARTICLE 6. TRANSFERS

- 6.1 General Provisions
- 6.1.1 A transfer refers to the movement of an employee from one (1) school to another or from (1) one grade to another within a school after pupils are in attendance. A transfer may be:
- X employee initiated; or
 - X District initiated.
- 6.1.2 All transfers (employee and District initiated) shall be considered on the basis of four (4) criteria:
- 6.1.2.1 credentials to perform the required services;
 - 6.1.2.2 educational-related needs of the District;

6.1.2.3 teacher welfare; and

6.1.2.4 District-wide seniority.

6.1.3 If other factors are deemed equal by the District, the teacher with the required credentials and the greatest District-wide seniority shall be entitled to fill the position requested (to avoid the domino effect, the transfer may be effective at the commencement of the following year).

6.2 Employee-Initiated

6.2.1 Employee-initiated transfer requests shall be given priority consideration; except in such cases where the filling of a position with an employee-initiated transfer applicant would necessarily result in the layoff of another teacher, in which case the teacher to be laid off shall be given priority consideration.

6.2.2 No teacher shall be overtly or indirectly pressured by the Board to seek an employee-initiated transfer.

6.2.3 If an employee-initiated transfer request is denied, the teacher shall be provided with specific written reasons for the denial.

6.3 District-Initiated

6.3.1 If a surplus exists, no teacher shall be subject to a District-initiated transfer from one (1) school to another or one (1) grade to another if there is a volunteer or another teacher with less District-wide seniority at that school who possesses the appropriate credential.

6.3.2 Teachers subject to a District-initiated transfer shall have the right to indicate preferences from a list of current vacancies, and the Board shall honor such requests on the basis of District-wide seniority.

6.3.3 A teacher who is involuntarily transferred by the District shall be given the reasons for the transfer in writing if requested by the teacher.

6.3.4 A District-initiated transfer shall not result in the loss of compensation, seniority, or any fringe benefits to a teacher.

ARTICLE 7. LEAVES

7.1 Sick Leave

7.1.1 A full-time certificated employee shall have ten (10) days leave each year for personal illness or injury allocated at the beginning of each school year. The unused amount of leave allowed in any school year shall be accumulated without limit from year to year as long as the teacher remains in the District. Part-time teachers are entitled to a proportionate leave. The ten (10) days leave may be used at any time when needed during the school year. The following regulations are set forth by the District relative to illness or injury leave:

7.1.1.1 Teachers must follow the substitute plan as designated by the District.

7.1.1.2 The District may require verification of the cause of absence if the absence is for more than four (4) consecutive days or if a pattern of abuse is exhibited.

7.1.2 The Board shall provide each teacher with a written statement of:

7.1.2.1 his/her accrued sick leave total,

7.1.2.2 his/her sick leave entitlement for the school year.

Such statement shall be provided no later than May 30th of each school year.

7.1.3 When an employee is absent from his/her duties due to illness or accident for a period of five (5) months or less, whether or not the illness or accident arises out of or in the course of employment, the amount deducted from the salary due him/her for any month in which absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence, or if a substitute employee was not employed, the amount which would have been paid to the substitute had he/she been employed.

7.1.3.1 These provisions related to compensation shall not apply to the first ten (10) days of absence due to illness or accident of any such employee employed five (5) days a week or to the proportion of ten (10) days of absence to which such employee employed less than full time is entitled hereunder on account of illness or accident.

7.1.3.2 The five (5) month period begins upon exhaustion of the employee's current annual ten (10) days.

7.1.3.3 Accrued leave is part of the five (5) month period, in accordance with the interpretation of the California Attorney General (#57-3, March 1957).

7.1.3.4 Pay to be deducted shall be as follows:

- 7.1.3.4.1 One to Three Days: One Hundred Dollars (\$100.00);
- 7.1.3.4.2 Four to Nineteen Days: One Hundred Five Dollars (\$105.00); and
- 7.1.3.4.3 Twenty or More Days: One Hundred Forty-Five Dollars (\$145.00).
- 7.1.3.4.4 In no case shall the deduction be more than sixty percent (60%) of the employee's salary during the first year of absence.

7.2 Personal Necessity

7.2.1 Number of Days

A maximum of seven (7) days sick leave each school year may be used by a teacher in cases of personal or family necessity.

7.2.2 Use of Personal Necessity Leave

7.2.2.1 The needs listed in this section (7.2.2.1.) do not require advance approval of the District Superintendent or his designated agent. Validation may be required and advance notice is desirable whenever possible.

7.2.2.1.1 Death or illness of a member of his or her immediate family.

7.2.2.1.2 Accident involving his or her person or property or the person or property of a member of his or her immediate family.

7.2.2.2 The needs listed in this section (7.2.2.2.) require advance notice. Validation may be required.

7.2.2.2.1 Medical appointments for immediate family members.

7.2.2.2.2 Voluntary staff participation in District-approved activities (only after all discretionary leave is exhausted).

7.2.2.2.3 Funerals for other than immediate family members (maximum of one [1] day per occurrence).

7.2.2.2.4 Parental leave in close proximity to the birth/adoption of a child.

7.2.2.3 All other incidents of personal or family necessity require advance written approval of the Superintendent except in extraordinary circumstances. All may require validation.

7.2.3 Procedure for Reporting Use

7.2.3.1 Emergency:

In cases of 7.2.2.1., emergency or other extraordinary circumstances, the employee shall not be required to secure advance permission. To ensure continuity of education to students, however, advance notice shall be provided whenever reasonably possible.

The employee shall, however, contact the principal and/or his immediate supervisor by telephone within twenty-four (24) hours of the time he/she has absented himself/herself from assigned duties. At that time, the employee will explain the conditions which necessitated his/her absence. The District Superintendent or his designated agent will determine the validity of the absence. If the absence qualifies, it shall be approved. If not approved, the employee may request the approval for use of discretionary leave, or be docked for the days.

7.2.3.2 Non-Emergency:

In all non-emergency uses, the employee shall provide advance notice as soon as reasonably possible and secure advance approval.

7.3 Discretionary Leave

Four (4) of the seven (7) Personal Necessity days (see Paragraph 7.2. above) may be taken as discretionary leave at the option of the employee. Any days taken as discretionary leave shall be deducted from accumulated sick leave. No advance permission is required except the normal procedures for securing a substitute should be followed. To ensure continuity of education to students, however, advance notice shall be provided whenever reasonably possible.

7.4 Industrial Accident and Illness

7.4.1 Teachers are entitled to sixty (60) days industrial accident or illness leave during each school year. Allowable leave shall be for days during which 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 (1) fiscal year for the same accident.

7.4.2 Allowable leave shall not be accumulated from year to year. It shall commence on the first day of absence. Leave will be reduced by one (1) day for each day of

authorized absence, regardless of a compensation award made under Workers' Compensation. Such leave shall not be considered a break in service.

- 7.4.3 The leave shall not exceed sixty (60) days for the same illness or injury regardless of the possibility of overlapping fiscal years.
- 7.4.4 The employee shall be paid that portion of the salary due him/her for the month in which the absence occurs that, when added to the temporary disability payment, will result in payment of not more than the employee's full salary.
- 7.4.5 Leave shall be used in lieu of sick leave. When industrial accident or illness leave has been exhausted, entitlement to other sick leave shall then be used; but if an employee is receiving Workers' Compensation, he shall be entitled to use only so much of his accumulated or available sick leave which, when added to the compensation award, provides for full salary.
- 7.4.6 During all paid leaves of absence, the employee may endorse to the District wage loss benefit checks received under Workers' Compensation to receive full salary benefits.
- 7.4.7 No employee shall be allowed to return to work after visiting a doctor for a work-connected injury or illness without a release or statement form the doctor advising that he/she may return to work.
- 7.4.8 If restricted or modified work is prescribed by the doctor, it will be necessary to know the number of days the employee will be absent from work or on a modified work schedule. If modified or restricted work is not available for the employee, he/she must return home until he/she is able to return to regular work.
- 7.4.9 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the state of California unless the Governing Board authorizes travel outside of the state.

7.5 Bereavement Leave

- 7.5.1 Every teacher shall be entitled to four (4) days of paid leave of absence, or five (5) days if travel of four hundred (400) miles or out of state is involved, on account of death of any member of his/her immediate family. This leave shall not be deducted from his/her sick leave.
- 7.5.2 The teacher shall use bereavement leave before personal necessity leave days are used for purposes allowed in this paragraph.
- 7.5.3 Bereavement leave is not accumulative and is granted in addition to the ten (10) days sick leave. It shall be allowed for the death of a member of his/her immediate family defined as mother, father, mother-in-law, father-in-law, stepmother, stepfather, step child, wife, husband, daughter, son, sister, brother, sister-in-law,

brother-in-law, daughter-in-law, son-in-law, grandchild, grandmother, grandfather of the employee, or any relative or person under legal guardianship living in the immediate household of the family.

7.6 Subpoena/Jury Duty Leave

A teacher shall be entitled to as many days of paid leave as are necessary for appearance under subpoena or on jury duty.

7.7 Study Leave

7.7.1 The Board may grant a teacher an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.

7.7.2 A teacher shall apply to the Board for such leave no later than four (4) weeks before its desired commencement.

7.7.3 Any teacher who seeks extension of a one (1) semester study leave shall make application no later than four (4) weeks preceding the expiration of the original leave.

7.7.4 Any teacher on study leave shall pursue a full course of study.

7.7.5 Any teacher on study leave may pay his own health insurance and retirement benefits. The District will not assume these costs.

7.7.6 Any teacher who returns from study leave shall receive credit for annual salary increments as though he/she had rendered service to the District on the days of the leave.

7.7.7 Any teacher returning from a leave shall be assigned to a position in the same manner as though he/she had not been on the leave.

7.7.8 The number of teachers on study and sabbatical leaves during one (1) semester shall not exceed five percent (5%) of the teachers employed by the Board.

7.8 Sabbatical Leave

7.8.1 If the number of eligible teacher applicants does not exceed the limit in Paragraph 7.7.8. of the Study Leave section, each of the applicants may be granted sabbatical leave so long as the purpose of each leave is to pursue a program of study, research, or travel which may be of benefit to the schools as determined by the Board of Trustees. Each teacher requesting a leave under this section shall submit in writing a plan approved by an accredited college or university. If the number of eligible teacher applicants exceeds the maximum, selection shall be made on the basis of

District-wide seniority subject only to the same “purpose of program” restriction referred to in the preceding sentences.

- 7.8.2 The Board shall pay a teacher who is on a semester sabbatical leave his full salary for such period. The Board shall pay a teacher who is on a full year leave fifty percent (50%) of his full salary. Otherwise, there shall be no reduction in fringe benefits during the term of a teacher’s sabbatical leave. In the event a teacher does not return to the District for two (2) years as required by law, the teacher shall reimburse the District for the paid sabbatical leave.
- 7.8.3 Upon return to the District, the District shall require proof of completion of the program of study, research, or travel. If the plan has not been completed, all salary shall be repaid the District.
- 7.8.4 A teacher on sabbatical leave shall be entitled to return to a teaching position.
- 7.8.5 A teacher on sabbatical leave shall receive credit for annual salary increments provided during his/her leave.
- 7.8.6 A teacher on sabbatical leave shall receive during his/her leave all other teacher fringe benefits including, but not limited to, insurance and retirement benefits to the extent not expressly prohibited by law.

7.9 Association Leaves

The Association shall be entitled to seven (7) days leave each school year to be utilized by individuals in the unit as designated by the Association Executive Board for Association business. Days in actual negotiation that are reimbursable through mandated costs are not considered Association leave days.

7.10 Unpaid Leaves

- 7.10.1 The Board may grant a teacher an unpaid leave of absence. Such leave shall be for a maximum of one (1) school year.
- 7.10.2 A teacher who is elected to the State Legislature or the Congress shall be entitled to an unpaid leave for the length of his/her term or terms in office. A teacher on such unpaid leave shall notify the Board of his or her intended return at least nine (9) weeks in advance of July 1 of the year they plan to teach.
- 7.10.3 Subject to lawful rules of the insurance provider, a teacher who is on unpaid leave may continue the District-provided medical, dental and/or vision plans at his/her own expense.

7.11 Family Care Leave

- 7.11.1 The District shall provide each bargaining unit member with leave in accordance with state (Government Code section 12945.2) and/or federal (PL 103-3) Family and Medical Leave Acts. This leave is without pay, but includes District-paid benefits at the same level as if the employee were not on leave. A summary of the current provisions of these laws is available in the District Office.
- 7.11.2 Other leaves granted by the District, either pursuant to this agreement and/or state/federal law, if they fulfill the requirements for a leave as mandated by the statutes set forth in 7.11.1., shall serve to satisfy the District's obligation under these statutes.

7.12 Maternity Leaves

7.12.1 Pregnancy Disability Leave

Such leave shall be granted subject to the following conditions:

- 7.12.1.1 Unit members shall be entitled to utilize sick leave (temporary disability leave), including five (5) month differential pay for the period of time that they are temporarily disabled resulting from the unit member's pregnancy, miscarriage, childbirth and recovery there from.
- 7.12.1.2 The length of the leave of absence (temporary disability), including the date on which the leave shall commence and the date for which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician. A letter verifying the length of the temporary disability shall be signed by the unit member and the unit member's physician and filed in the District Office.
- 7.12.1.3 The unit member shall notify the District of her pregnancy approximately ninety (90) days prior to the expected date of delivery.
- 7.12.1.4 The manner of reporting absence for a temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery there from, shall be the same as the manner of reporting sick leave except as noted above.

7.12.2 Pregnancy-Related Leave

Leaves of absence for purposes related to pregnancy (i.e., child care) are in addition to sick leave granted for temporary disability. Such leaves may either be granted without pay or in accordance with child-rearing leave. (See Article 7.13 below.)

7.13 Child-Rearing Leave

- 7.13.1 Upon request, the Board of Trustees shall grant a unit member who is a natural father or an adopting parent a leave of up to (20) work days. The teacher shall receive the difference between his/her salary and the amount paid to the substitute. The twenty (20) days are to be consecutive with the arrival date of the child.
- 7.13.2 Upon request, the Board of Trustees may provide a unit member who is a natural or adopting parent, leave without pay up to one (1) year for the purpose of rearing his/her child. The request for such leave shall be submitted at least sixty (60) days prior to the anticipated date on which the leave is to commence. The sixty (60) day notification will be waived in cases of adoption as long as the unit member has notified the District of his/her intent to adopt a child.

7.14 Catastrophic Leave ("Program")

7.14.1 Catastrophic Leave Defined

- 7.14.1.1 "Catastrophic illness" or "catastrophic injury" means an illness or injury that is expected to totally incapacitate the employee for an extended period of time.
- 7.14.1.2 This term shall also apply in instances where the employee is required to be continuously absent from work for an extended period of time to care for a spouse or minor child who has experienced a "catastrophic illness" or "catastrophic injury."
- 7.14.1.3 "Extended period of time" shall mean intervals of more than thirty (30) continuous work days.

7.14.2 Eligibility to Participate

- 7.14.2.1 Only bargaining unit members (donors and donees) with permanent status, and at least four (4) years of service to the District, may participate in the Program.
- 7.14.2.2 Only bargaining unit members with at least forty (40) days of accrued sick leave may donate sick leave.
- 7.14.2.3 To receive donated sick leave, the bargaining unit member must have exhausted all of his/her entitlement to paid leave except differential leave which will be utilized after exhaustion of Catastrophic Leave (c.f. 7.14.5.3 below).
- 7.14.2.4 The District certifies eligibility to participate.
- 7.14.2.5 Participation is voluntary.

7.14.3 Program Administration

7.14.3.1 A Committee composed of three (3) members appointed by the Association shall administer the Program.

7.14.3.2 Administration shall include:

7.14.3.2.1 Determination of the existence of a “catastrophic illness” or “catastrophic injury.” If requested, written verification of the existence of a “catastrophic illness” or “catastrophic injury” which is satisfactory to the Committee shall be provided.

7.14.3.2.2 Developing and implementing procedures for requesting the donation of sick leave from/to eligible unit members.

7.14.3.2.3 Soliciting the donation of sick leave from eligible bargaining unit member(s) to the bargaining unit member with the “catastrophic illness” or “catastrophic injury.”

7.14.3.2.4 Providing the District with written notification of the number of days that have been donated by each eligible bargaining unit member.

7.14.4 Donation of Sick Leave

7.14.4.1 An eligible bargaining unit member may donate up to three (3) days of his/her accrued sick leave to an eligible bargaining unit member who has been determined to have a “catastrophic illness” or “catastrophic injury.”

7.14.4.1.1 Donations may be made in one-half (½) day increments.

7.14.4.1.2 Donations shall be authorized in writing.

7.14.4.1.3 Once completed, donations shall be irretrievable.

7.14.4.2 Days donated shall be without reference to the daily rate of the donor or the donee.

7.14.4.3 A bargaining unit member considering a donation is urged to contact STRS/PERS to verify whether the donation will affect his/her retirement.

7.14.5 General Provisions

- 7.14.5.1 Catastrophic leave credits shall not be considered available leave for the purpose of qualifying for disability retirement under either STRS or PERS.
- 7.14.5.2 All records, both District and Association, shall remain confidential and shall not require disclosure of the illness/injury except as necessary to determine eligibility for donation of leave.
- 7.14.5.3 The maximum leave that may be transferred to a unit member pursuant to this section (7.14), from all participating unit members, is sixty (60) days **unless** those days would cause the employee to be granted an additional five (5) month differential period. In such case, the days shall be appropriately reduced.
- 7.14.5.4 If the unit member is incapacitated, requests for donations of leave may be submitted to the Committee by the unit member's agent or a member of his/her family.
- 7.14.5.5 Catastrophic leave credits shall not be used for **any** illness, injury or disability that has, or will, result in the receipt of benefits through the Workers Compensation program.
- 7.14.5.6 Although not a part of the collective bargaining agreement, the parties have agreed that the following provisions of this MOU shall be subject to the grievance procedure:
 - 7.14.5.6.1 the District's determination of eligibility to participate (see 7.14.2.5).
- 7.14.5.7 The Association agrees to indemnify, defend and hold the District harmless from any lawsuits, claims, demands or awards for money or damages that may arise from the administration/application of this section (7.14).
- 7.14.6 Term
 - 7.14.6.1 This section (7.14) shall remain in effect until either party gives written notice of cancellation to the other party. Cancellation shall be effective immediately.
 - 7.14.6.2 Cancellation shall not affect the donation of sick leave that has been completed prior to cancellation.

7.15 Effect of Leaves

The period of time that an employee is absent on a District-approved leave (paid or unpaid) shall not constitute a break in service.

ARTICLE 8. TEACHER SAFETY

- 8.1 Teachers shall immediately report cases of assault or threat of assault suffered by them in connection with their employment, or unsafe conditions, to their principal or other immediate supervisor who shall take appropriate action.
- 8.2 Teachers shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being in compliance with Cal-OSHA regulations.

ARTICLE 9. EMPLOYEE BENEFITS

9.1 Health, Dental and Vision Insurance

Each unit member shall be entitled to receive District-paid health (medical, dental and vision) premiums as set forth in Appendix D.

9.2 Tax Sheltered Annuities

9.2.1 Upon written request of the unit member, the District shall deduct payments into a tax sheltered annuity plan(s) that has been approved by the District.

- (a) The District shall make the deductions without charge.
- (b) The unit member shall pay, however, any fee or charge that has been levied by an entity other than the District (e.g. a Third Party Administrator for 403(b) plans) for participating in the tax sheltered annuity that is not paid on behalf of the unit member by the unit member's selected TSA vendor.

9.2.2 The employee may, to be effective on either July 1 or January 1 of each year, make a written election regarding the company and amount. Except in extraordinary circumstances (e.g., death of spouse, divorce, et cetera), no other changes shall be made.

9.3 Shared Teaching Contract

Teachers participating in Shared Teaching Contracts shall receive only those benefits in Appendix C.

ARTICLE 10. EVALUATIONS

10.1 Purpose

The purpose of faculty evaluation is to develop the teaching skills of all faculty members and to provide reasonable criteria for determining successful performance.

10.2 Procedure

10.2.1 Every probationary unit member shall be evaluated by the administration in writing at least once each school year.

10.2.2 Except as noted below, every permanent unit member shall be evaluated by the administration in writing at least every other school year. The formal written evaluation shall be completed and delivered at least thirty (30) calendar days prior to the last teacher work day on the school calendar.

(a) By mutual agreement of the evaluator and the unit member to be evaluated, the unit member shall be evaluated at least once every five (5) years (using the regular process of evaluation) provided all of the following conditions apply:

- the unit member has achieved permanent status;
- the unit member has been employed by the District for ten (10) consecutive years. For purposes of this provision, a year of employment shall count if the unit member rendered service on not less than seventy-five percent (75%) of the teaching days of the school year. Fractions of a work year may be added together to achieve a full work year;
- the unit member's immediate prior evaluation was Meets Standards or above;
- the unit member meets the Federal definition of "highly qualified."

(b) Participation in the multi-year evaluation shall only occur, or continue, with the consent of both the evaluator and the unit member. If either party withdraws consent, withdrawal shall be effective upon written notice. Withdrawal may occur at any time. If the employee withdraws consent, the timeline for regular evaluation shall be adjusted.

(c) The District, after consultation with WESTA, shall establish the protocol that will determine when an eligible unit member starts the five (5) year cycle.

10.2.3 Each employee will be provided a copy of the District evaluation packet.

- 10.2.4 Each evaluation of “Needs Improvement” or “Unsatisfactory Performance” shall be based upon not less than two (2) observations lasting either thirty (30) minutes or one (1) full period, whichever is longer. In addition, an employee may request that he/she receive additional observations.
- 10.2.4.1 The first observation shall be preceded by a pre-observation conference in which the evaluator and the certificated employee shall review what is to be observed in the observation period.
- 10.2.4.2 The employee shall be given a copy of observation notes within ten (10) calendar days of the observation.
- 10.2.4.3 Either the employee or the administrator may request a post-observation conference.
- 10.2.5 At the evaluation conference with the evaluator, the employee will be given a copy of the evaluation report.
- 10.2.6 The employee will sign the evaluation report signifying that it has been read and reviewed in consultation with the evaluator.
- 10.2.7 The evaluator shall provide recommendations to assist to the employee in correcting his/her cited deficiencies.
- 10.2.8 Any permanent unit member who receives an evaluation of “Needs Improvement” or “Unsatisfactory Performance” on an evaluation shall be evaluated the following year.
- 10.2.9 The employee may append to his/her evaluation report written comments pertinent to the evaluation.
- 10.2.10 All evaluation reports will be maintained in the employee’s personnel file.
- 10.2.11 The rating given by the evaluator is not subject to the grievance procedure. Errors in the procedure of evaluation are subject to the grievance procedure. An error or violation in evaluation procedure shall not invalidate the evaluation unless the error or violation was prejudicial to the employee.
- 10.2.12 An employee shall be provided any negative or derogatory material before it is placed in the personnel file. The employee may submit a written response to such material. Any written response which is submitted within twenty (20) days shall be attached to the material in the personnel file.
- 10.2.13 Non-administrative certificated personnel shall not participate in the evaluation of other non-administrative certificated personnel.

ARTICLE 11. PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

11.1 Dues

Any teacher who is a member of the Wheatland Elementary School Teachers Association/CTA/NEA (WESTA), 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 (1/10th) of such dues from the regular salary check of the teacher each month for ten (10) months. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

11.2 Agency Fee

Any teacher who is not a member of WESTA or who does not make application for membership at the effective date of this Agreement or within thirty (30) days from the date of commencement of teaching duties shall, as a condition of continued employment, become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association; however, the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph 11.1. of this Article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Paragraph 11.1., the Association shall so inform the District, and the District shall immediately begin automatic payroll deductions as provided in Education Code section 45061 and in the same manner as set forth in Paragraph 11.1. of this Article. There shall be no charge to the Association for such mandatory agency fee deduction.

11.3 Religious Beliefs

11.3.1 Any unit member who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support WESTA as a condition of employment; except that such employee shall pay, in lieu of a service fee, sums equal to such service fee to one (1) of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- X United Fund
- X American Cancer Society
- X American Heart Association
- X A charity, as defined above, of the unit member's choice
- X A scholarship fund benefitting public education.

Such payment shall be made on or before October 15 of each school year.

11.3.2 Proof of payment pursuant to Paragraph 11.3.1. above shall be made on an annual basis to the District as a condition of continued exemption from the provisions of

Paragraphs 11.1. and 11.2. of this Article. Such proof shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 15 of each school year. The Association shall have the right of inspection in order to review said proof of payment.

- 11.3.3 Any unit member making payments as set forth in Paragraphs 11.3.1. or 11.3.2. above, and who requests that the grievance or arbitration provision of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

11.4 District Responsibilities

With respect to all sums deducted by the District pursuant to authorization of the unit member, whether for membership dues or equivalent fees, the District agrees promptly to remit such monies to the Association together with an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

11.5 Association Responsibilities

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

11.6 Indemnification and Hold Harmless

- 11.6.1 WESTA agrees to pay to the District all reasonable legal fees and legal costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provision of this Agreement or their implementation. The Association agrees that payments under this provision shall be made on a semi-annual basis.
- 11.6.2 WESTA agrees to indemnify and hold the District harmless from any award or judgment which may result from a court action or administrative action referenced in 11.6.1. above.
- 11.6.3 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Paragraph 11.6.1. or 11.6.2. shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE 12. SALARIES

12.1 Salary Schedule

Each unit member shall be paid in accordance with their placement on the salary schedule which is Appendix A.

12.2 Service for One Full Semester

Contracted teachers who serve for one (1) full school semester shall receive no less than one-half ($\frac{1}{2}$) the annual salary for their position.

12.3 Philosophy and Standards of Salary Schedule Administration

12.3.1 Advancement on this schedule shall be based solely on professional preparation and experience.

12.3.2 The awarding of a contract for another year's service will result in the advancement of a teacher on the salary schedule by one (1) step per year provided the unit member has rendered service on not less than seventy-five percent (75%) of the teaching days of the school year.

12.3.2.1 An employee who renders service on at least fifty percent (50%) of the teaching days of the school year (but less than seventy-five percent [75%]) shall receive one-half credit for longevity advancement on the salary schedule (i.e., two [2] such years equals one [1] year).

12.4 Credit for Teaching Experience:

12.4.1 Credit for teaching experience will be granted on a year-to-year basis up to and including five (5) for experience outside the District.

12.4.2 Credit for teaching experience will be granted on a year-for-year basis for teaching within the District.

12.5 Classification

12.5.1 Training classifications are based on units of training of collegiate rank. All units shall be University of California semester units or the equivalent. A semester unit shall be eighteen (18) hours of lecture work or thirty-six (36) hours of laboratory work. A quarter hour is equal to $\frac{67}{100}$ of a semester hour.

12.5.2 For placement advancement on the salary schedule, the choices of courses of experience (travel) will be evaluated by the District Superintendent. The level of such courses should not be the sole basis for approval. Course content and its relationship to the teacher assignment should be of utmost importance.

12.5.3 Courses taken for advancement shall receive prior written approval of the District Superintendent. Courses taken without prior written approval from the District Superintendent may not meet the requirements for advancement.

12.5.4 Upper division units taken after the award of the requirement for a Bachelor's Degree may be considered for advancement on the salary schedule. Since the requirements for the degree vary, the regulations of the degree-granting institution shall be the controlling factor.

12.5.4.1 Upon the award of a CLAD/B-CLAD, undergraduate units taken to satisfy the CLAD/B-CLAD requirements (after the award of a Bachelor's Degree) shall be credited to salary schedule advancement. This provision shall only apply to a person employed by the District on January 1, 1997 in a probationary/permanent/temporary capacity.

Note: *Each teacher who has earned District Staff Development Credits as of January 1, 2008, shall be "grandfathered" and shall continue to receive his/her annual stipend.*

12.5.5 Final placement on the salary schedule will be made on the basis of units which have been verified by the granting institution and which are on file in the Superintendent's office by September 30th. Proper verification of units, and their submission, are the sole responsibility of the teachers concerned. Proper verification may include a letter from the instructor, grade cards, or official transcripts of the granting institution.

12.5.6 Advancement on the Salary Schedule

12.5.6.1 To advance on the salary schedule, each unit member shall earn at least six (6) acceptable semester units every three (3) years after initial placement on the salary schedule.

12.5.6.2 Should a unit member not meet this requirement, he/she shall not advance further on the schedule because of years of service until the requirement is met.

(a) Once the requirement has been subsequently met, the unit member shall move to that step commensurate with his/her years of allowable experience (unless one or more additional intervening education requirements have also been missed – in which case the employee shall advance to the highest possible step that is consistent with the educational requirements that have been satisfied).

(b) Example: Employee is hired at Column 3, step 3 in 1998/99. May not advance beyond step 5 unless six (6) units were taken between the date of hire and the

commencement of the 2001/02 school year. If the requirement is met in time for the 2004/05 school year, the unit member “jumps” from Column 3/Step 5 to Column 3/Step 8. If the requirement is not met until the 2005/06 school year, however, the unit member will only “jump” from Column 3/Step 5 to Column 3/Step 8 because of the additional intervening education requirement that has also been missed.

12.5.6.3 This requirement is not applicable to the AB+75 column.

12.6 National Board Certification

The District and the Association wish to recognize the effort and commitment of the bargaining unit members who achieve certification by the National Board for Professional Teaching Standards. As part of this recognition, the parties agree as follows:

12.6.1 Unit members who attain certification from the National Board for Professional Teaching Standards are eligible to receive from the State Department of Education a one-time merit award of Ten Thousand Dollars (\$10,000). This payment is pursuant to Education Code Section 44395.

12.6.1.1 A unit member who receives national certification shall provide a copy of the certificate or other supporting documents to the District in order to receive this award.

12.6.1.2 The District shall assist the unit member in expediting the paperwork to receive the Ten Thousand Dollar (\$10,000) award from the State Department of Education.

12.6.1.3 The District shall pay this award within thirty (30) calendar days of receipt of the specified proof.

12.6.2 To assist unit members in their quest for national certification, the District shall advance to the unit member a one-time salary award of One Thousand Dollars (\$1,000) to defray costs. Should the unit member not receive the certification with twenty-four (24) months of payment, he/she shall repay these dollars to the District within thirty (30) days.

12.6.3 The awards for national certification are not subject to STRS contributions.

12.6.4 This section 12.6 shall be in full force and effect until one party gives written notice to the other of a desire to renegotiate the terms of this section 12.6.

12.7 Pay for Extra Duties

- 12.7.1 Each school year, the District shall determine which extra activities will be offered to students.
- 12.7.2 If no activity is offered, there will be no pay for the activity.
- 12.7.3 Payment to a unit member for extra duties is outlined in Appendix B.

12.8 Extra Class Coverage

- 12.8.1 When a teacher is directed to cover a class for another teacher, he/she will be compensated as set forth in paragraph 12.8.3 below. The District shall first make reasonable efforts to obtain a substitute. If this is not successful, when reasonably possible, teachers will be assigned on an equitable basis from a site-based pool of volunteers.
- 12.8.2 The following coverage patterns will equal one (1) day:
 - 12.8.2.1 At grades 6-7-8: teaching during that number of preparation periods equal to a full teaching day.
 - 12.8.2.2 At grades K-5:
 - (a) Assuming responsibility for another teacher's class for either an entire day or one-half (½) day on two occasions; **or**
 - (b) Assuming responsibility for one half (½) of another teacher's class for an entire day on two (2) occasions; **or**
 - (c) Assuming responsibility for one third (1/3) of another teacher's class for an entire day on three (3) occasions.
- 12.8.3. Prior to May 15, compensation will only be in full day increments:
 - 12.8.3.1 One (1) day off; or
 - 12.8.3.2 One (1) day of substitute pay.
 - 12.8.3.3 The option of pay or time off shall be at the employee's discretion.
 - 12.8.3.4 Days off must be taken by May 15th. The availability of a substitute shall be confirmed with the District Office. This information shall be given to the principal for approval five (5) days in advance of the desired day off.
- 12.8.4 Time not taken by May 15th, or earned after than date, will only be eligible for pay (see 12.8.3.2).

- 12.8.4.1 All claims for pay must be submitted by June 10th for the current fiscal year.
- 12.8.4.2 This shall include pay for days earned prior to May 15th but not taken.
- 12.8.4.3 Partial days earned will be paid with the employee's end-of-year claim.

12.8.5 Documentation:

- The secretary shall be advised which unit member is covering the class, and for how long.
- The teacher who is absent and the one(s) covering the class will sign the sub card. The length of time (full or ½ day; 1 period; "home room"; or "flex") shall be specified on the card.
- A copy of this card will be given to the principal; and, the teacher(s) covering the class will help keep track for purposes of compensation.
- If a unit member believes the information on the card is in error, he/she shall contact the principal so that corrections can be made.

ARTICLE 13. MISCELLANEOUS PROVISIONS

- 13.1 Board policies will be consistent with this contract.
- 13.2 Rules which are designed to implement this Agreement shall be uniform in application and effect at all schools within the District.
- 13.3 The Board shall furnish a copy of this Agreement to each teacher within thirty (30) days of ratification of this Agreement.
- 13.4 No teacher will be required to be a professional growth advisor for certificated employees who hold a "Professional Clear Teaching Credential" that was issued after August 31, 1985.

ARTICLE 14. GRIEVANCE PROCEDURE

14.1 Definitions

14.1.1 Grievance

An alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement.

14.1.2 Grievant

A unit member, or WESTA, who has been negatively affected by an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement.

14.1.3 Day

Any day that the District Office is open for business unless "calendar day" is specified.

14.2 Purpose

14.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

14.2.2 It is important that grievances be processed as rapidly as possible. As a result, the time limits specified at each level are jurisdictional and should be considered to be maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

14.2.3 Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by WESTA, provided that the adjustment shall be consistent with the terms of this Agreement, and WESTA has been given an opportunity to state its views.

14.2.4 If a grievance is claimed by an individual, or WESTA, the following procedures will apply in this order:

14.2.4.1 Informal Meeting

The grievant, either directly or through a member of the WESTA grievance committee, shall meet with the appropriate administrator to attempt resolution of the matter. This meeting shall occur within twenty (20) calendar days of the time the grievant knew, or should reasonably have known, of the facts giving rise to the alleged grievance.

14.2.4.2 Level One

If the grievant is not satisfied with the results of the informal meeting, a Level One grievance may be submitted to the Superintendent for resolution. This Level One grievance shall be submitted within twenty (20) days of the date of the informal meeting. The Superintendent shall respond within twenty (20) days of the Level One filing.

14.2.4.3 Level Two

14.2.4.3.1 If the grievant is not satisfied with the District's Level One response, or if no written decision has been rendered within twenty (20) days, WESTA may submit the grievance to binding arbitration.

14.2.4.3.2 Any submission to binding arbitration shall be filed with the State Mediation and Conciliation Service and the District within forty-five (45) days of the date the District's Level One response was due.

14.2.4.3.3 If it is necessary for the grievant, the designated WESTA grievance committee representative, or both, to attend a grievance investigation or hearing set during school hours, release time without loss of pay will be provided. Any teacher who is requested to appear in such investigations or hearings as a witness will be accorded the same right.

14.2.4.3.4 It is the intent of WESTA and the school district to keep any such grievance proceedings at an informal and confidential level. Consequently, any written information dealing with the processing of a grievance will be filed in a separate grievance file and not in the personnel file of any participant. However, appropriate entries in the personnel file may be made regarding the subject of the grievance if it pertains to employee qualifications or fitness as determined by the Board of Trustees.

14.2.4.3.5 All costs for the services of the arbitrator, and a court reporter, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

14.2.4.3.6 The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District, nor shall the arbitrator have the power to determine arbitrability of a grievance.

ARTICLE 15. DISCIPLINE LESS THAN DISMISSAL

- 15.1 The Superintendent or his/her designee may initiate discipline against a bargaining unit member for cause. Discipline does not include counseling memos or letters of reprimand. Discipline may include, but is not limited to, suspension without pay. Suspension without pay pursuant to this Article shall be for not more than fifteen (15) work days. A copy of any notice of discipline shall be sent to the local office of the California Teachers Association.
- 15.2 Prior to any such discipline being imposed, the Superintendent or his/her designee will discuss his/her proposed action and the reasons for the action with the employee, and take into account any response of the employee.
- 15.3 Within five (5) days after notice of the proposed discipline has been mailed to the employee (certified mail, return-receipt requested), the employee may file a written appeal.
- 15.4 If an appeal is filed, it will be heard by the neutral, agreed-upon person whose decision will be binding. If the parties cannot agree upon a person, the State Mediation and Conciliation Service will be notified and a list of arbitrators shall be obtained. Alternate check-off shall be used to select one from the list if the parties cannot agree upon one.
- 15.5 All aspects of the appropriateness of the discipline imposed shall be within the exclusive jurisdiction of the arbitrator. The arbitrator may consider the following as guidelines in reaching a decision:
- 15.5.1 "Cause" includes two elements:
- 15.5.1.1 Whether the conduct in question constitutes sufficient reason ("cause") for the employer's action; and
- 15.5.1.2 Whether the penalty imposed is fair and reasonable under all the relevant circumstances of the individual case.
- 15.5.2 In determining whether certain conduct is sufficient cause for disciplinary action, an arbitrator will look for several factors:

- 15.5.2.1 Would a reasonable person familiar with all the circumstances so conclude?
- 15.5.2.2 Is the conduct in any way related to the work of the employee, and is it consistent with the employee's obligation to the employer?
- 15.5.3 In determining whether the penalty imposed was fair and reasonable, an arbitrator may review:
 - 15.5.3.1 Is it excessive or reasonably related to the offense?
 - 15.5.3.2 Does it consider the employee's prior work record and the seriousness of the offense?
- 15.6 The disciplinary proceedings will be confidential.
- 15.7 The District shall pay the cost of the arbitrator.

ARTICLE 16. RETIREMENT OPTIONS AND BENEFITS

16.1 Eligibility

To be eligible, an employee must be at least fifty-five (55) years of age with a minimum of fifteen (15) consecutive years of service to the District.

16.2 Duration

These benefits terminate after sixty (60) months, or the death of the retiree, or at the end of the month in which the employee reaches the age of sixty-five (65), whichever occurs first.

16.3 District's Required Contribution

- 16.3.1 The District's monetary contribution shall be Four Hundred Dollars (\$400.00) per month.
- 16.3.2 Should the retiree enroll in a plan(s) which costs more than the District's required contribution, he/she shall do one (1) of the following:
 - a. Make arrangements to pay the difference (quarterly, in advance) to the District. Failure to pay the difference shall result in cancellation of insurance.
 - b. Contract with the District to perform substitute teaching service while in retirement for the difference in the cost of the selected medical plan. For each day of substitute service, the District will credit the employee with the long-term substitute rate.

16.4 Available Plans

The retiree must choose from plans(s) available to active employees in the month the benefit is received. The employee may enroll his/her dependents. Only plans which accept retirees shall be available.

16.5 "Sunset Provision"

This entire Article shall "sunset" and shall be null and void after June 30, 2011.

ARTICLE 17. HOME SCHOOL

17.1 Rate of Pay

17.1.1 The Home School hourly rate shall be Thirty Dollars (\$30.00) per hour.

17.1.2 For each full week of service, the District shall pay for six (6) hours. Of these, five (5) shall be for instruction and one (1) for preparation.

17.2 Mileage

A Home School teacher shall receive mileage reimbursement at the District-established rate. Miles shall be measured from the teacher's assigned school to and from the child's home.

ARTICLE 18. SAVINGS

18.1 If any provisions of this Agreement, or any application thereof to any teacher, is held by the highest court of the state or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

18.2 Should a provision or application be deemed invalid, as described in Paragraph 18.1. 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) days after such court decision to renegotiate the provision or provisions affected.

18.3 The Association (WESTA) and Wheatland School District will meet a minimum of three (3) times per year during the life of this contract for review of any concerns related to the contract and its implementation. Upon agreement of both parties, the contract or specific provisions of it may be reopened for negotiations.

ARTICLE 19. REOPENERS

19.1 Reopeners

Except as specifically set forth in this Agreement, there shall be no reopeners during the term of the Agreement.

SIGNATURE PAGE

FOR THE WHEATLAND SCHOOL
DISTRICT:

FOR THE WHEATLAND ELEMENTARY
SCHOOL TEACHERS' ASSOCIATION:

Date:

Date:

Debra Pearson, Superintendent

Melissa Luevano, WESTA President

APPENDIX A-1

**WHEATLAND SCHOOL DISTRICT
 Certificated Salary Schedule 2008/09 School Year
 (Hired after 6/30/97)**

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Step	AB	AB + 15	AB + 30	AB + 45	AB + 60	AB + 75
1	\$37,565	\$40,304	\$43,046			
2			\$45,217	\$48,415		
3			\$47,391	\$50,130	\$52,868	
4			\$49,561	\$52,302	\$55,204	\$57,781
5			\$51,734	\$54,470	\$57,213	\$59,954
6			\$53,905	\$56,644	\$59,385	\$62,125
7				\$58,817	\$61,556	\$64,296
8				\$60,961	\$63,726	\$66,468
9				\$63,160	\$65,903	\$68,646
10					\$68,070	\$70,812
11					\$70,246	\$72,987
12-14					\$72,422	\$75,152
15-19						\$76,863
20-24						\$78,573
25+						\$80,284

Advanced degree stipends, and staff development stipends, are not subject to increases applied to the salary schedule.

Masters: \$1,008.00
Doctoral Degree: \$1,008.00
Special Education Credential: \$1,008.00
Staff Development Credits: \$200.00 per 5 units

APPENDIX A-2

**WHEATLAND SCHOOL DISTRICT
Certificated Salary Schedule 2008/09 School Year**

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Step	AB	AB + 15	AB + 30	AB +45	AB +60	AB +75
1	\$37,565	\$40,304	\$43,046			
2	\$39,736	\$42,481	\$45,217	\$48,415		
3	\$41,914	\$44,647	\$47,391	\$50,130	\$52,868	
4	\$44,082	\$46,824	\$49,561	\$52,302	\$55,204	\$57,781
5	\$46,256	\$48,993	\$51,734	\$54,470	\$57,213	\$59,954
6	\$48,423	\$51,167	\$53,905	\$56,644	\$59,385	\$62,125
7	\$50,601	\$53,341	\$56,078	\$58,817	\$61,556	\$64,296
8		\$55,510	\$58,252	\$60,961	\$63,726	\$66,468
9		\$57,683	\$60,424	\$63,160	\$65,903	\$68,646
10			\$62,594	\$65,334	\$68,070	\$70,812
11				\$67,502	\$70,246	\$72,987
12-14				\$69,679	\$72,422	\$75,152
15-19						\$76,863
20-24						\$78,573
25+						\$80,284

Advanced degree stipends, and staff development stipends, are not subject to increases applied to the salary schedule.

Masters: \$1,008.00
Doctoral Degree: \$1,008.00
Special Education Credential: \$1,008.00
Staff Development Credits: \$200.00 per 5 units

APPENDIX B

**WHEATLAND SCHOOL DISTRICT
Payment for Extra Duties 2008/09 School Year**

COACHING			
Activity	Minimum No. of Weeks Per Season	Recommended No. of Students Per Coach	Salary Per Coach
Football	8	5-20	\$ 894.00
Basketball	8	10-15	\$1094.00
Wrestling	8	15-20	\$1094.00
Track	8	20-30	\$ 894.00
Softball	8	10-15	\$ 894.00
Soccer	8	15-20	\$ 894.00
Gymnastics	8	15-20	\$ 894.00
Volleyball	8	10-15	\$ 894.00
Cross Country			\$ 894.00

OTHER			
Activity	Number of Nights	Number of Students per Supervisor	Rate per Night
Outdoor Education	1-5	29-33	\$150.00/Night
Ashland Shakespearean Drama Festival Trip	1-4	29-33	\$150.00/Night
Washington D. C. Trip	1-5	29-33	\$150.00/Night

APPENDIX C

WHEATLAND SCHOOL DISTRICT Shared Contract for Reduced Workload

A. Purpose:

The purpose of this program is to provide options for classroom teachers to reduce their workloads by sharing the responsibility for one (1) full-time position with another employee. Under this program, subject to District approval, certificated employees may share a position by working half-a-day, one (1) semester, or alternating quarters.

B. Procedure:

Certificated employees, subject to District approval, may request to reduce their workload from full-time to half-time under the following conditions:

1. The employee requests a reduction of the work year.
2. The employee finds another certificated employee who also requests a reduction of the work year (a leave of absence) and who desires to work the remaining portion of the assignment.
3. Employees requesting a reduction of the work year under the shared teaching policy must have permanent status with the District.
4. Percentage employment under this program shall be on the terms mutually agreed to by the District and the employees.
5. All certificated employees enrolled under this program must work the first three (3) full days school is in session.
6. Application for shared teaching shall be made to the Principal prior to February 1 of the school year preceding the school year for which the shared contract is requested. The Principal shall make a recommendation of approval, or disapproval, to the Superintendent.

C. Responsibilities:

1. Both members of a team are to assume full responsibility for the total classroom and instructional plan. Team members are required to jointly plan for both the school and their classroom on a regular basis.
2. Both members of a team are required to take active part in District and school staff development, Back-to-School Night, Open House, and either Trimester Day Conferences or Trimester Evening Conferences. Advance notice shall be provided for staff development days. Team members are required to comply with Article 3 except that yard duty, and other duties within the on-campus duty day, shall be performed during the days

that members are actually teaching. Members serving on a rotating basis (semester, quarter or partial week schedule such as 3/2) may be required to attend certain staff meetings at the discretion of the principal.

3. Although some flexibility may be allowed, scheduling is the responsibility of the principal.
4. The shared contract teaching assignment shall be made with the approval of the District.
5. Assignments of shared contract employees shall be made in the best interests of the District as finally determined by the District. Assignments will be made for a period not to exceed one (1) school year.
6. If one (1) team member decides not to continue, or is unable to continue, their share of teaching responsibilities due to leave of absence, resignation, or termination, the District may assign the unfinished time of service to the other partner.

D. Salary and Benefits:

1. The employees, except for those employed the second semester, will receive pro-rated salary which is to be paid on a monthly basis for twelve (12) months. Employees who are employed for the second semester only may receive one-half ($\frac{1}{2}$) salary on a monthly basis for twelve (12) months if they post a bond guaranteeing service to the District or receive their salary on a monthly basis for the months commencing when they start teaching the second semester.
2. The employee may receive all fringe benefits granted to personnel in their classification on a pro-ration basis.
3. The employee's and the District's contribution to the retirement system will be based on actual salary paid. The employee will receive only the pro-rated service credit toward years of service as computed by the teacher's retirement system.
4. Sick leave benefits are accrued based on the pro-rated normal rate. Workers' Compensation insurance is based on the employee's actual salary.

E. Substitutes

1. When a teacher in the shared contract program uses a day of sick leave, the person sharing the contract with that individual shall, whenever possible, substitute for the partner. When this occurs, there will be no deduction of sick leave. However, there will be a pay-back day charged to that individual. Pay-back days are defined as those days when the certificated partner substituted. If pay-back days do not equal out at the end of the year, sick days shall be deducted and the teaching partner paid for the extra days worked at the regular rate of pay.

2. When it is not possible for such sharing of substitute time, a regular substitute will be employed and a day of sick leave shall be charged to the person who is absent.

Legal References:

Education Code	44963	Power to grant leave of absence
	44969	Manner of payment for leave of absence
	22000 et seq.	State Teachers' Retirement System

Adopted: August 26, 1982

Reviewed & Readopted: 10/5/89

APPENDIX D

WHEATLAND SCHOOL DISTRICT Benefits for Active Employees

1. Dental

The District shall provide full-time employees and dependents with a dental plan (currently Delta Dental Plan D2).

2. Vision Care Plan

The District shall provide full-time employees and dependents with a vision care plan (currently Vision Service Plan C).

3. Medical

The District shall provide full-time employees and dependents with a medical plan (currently TCSIG II with the opportunity to "buy-up").

4. Part-Time Employees

Part-time unit members may participate in the District group medical, vision and dental plans, subject to the following:

- a. Upon proper application by a part-time unit member, the District shall pay a pro-rated portion of the premium.
- b. The employee must be at least 0.5 FTE.
- c. Thereafter, entitlement shall be based on the employee's contractual service to 1.0 FTE.
- d. Participation shall be subject to lawful rules of the insurance provider and payment of the remaining balance by the employee through payroll deduction.

5. Benefits for Separating/Laid-Off Employees

From the date of this Agreement, an employee who separates for any reason other than lay-off shall receive a District contribution for benefits through the end of the month in which his/her last day of service occurred. A laid-off employee shall be entitled to reimbursement, up to the CAP amount, for premiums paid through COBRA if re-employed within ninety (90) calendar days of lay off. This shall not affect the outcome of the pending Unfair Practice Charge on this topic.

6. Required District Contribution for Premiums

Effective July 1, 2004, the District's required monthly contribution for insurance premiums shall be Eight Hundred Thirty-Three and 33/100 Dollars (\$833.33) per month. The annual cap is Ten Thousand Dollars (\$10,000).