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**TERMS OF AGREEMENT**

THIS AGREEMENT, was made and entered into this first day of June, 2004 and extended through December 31, 2006, by and between the BOARD OF TRUSTEES OF THE WALNUT VALLEY UNIFIED SCHOOL DISTRICT, whose address is 880 South Lemon Avenue, Walnut, CA 91789, hereinafter referred to as the "BOARD" or "DISTRICT," and the WALNUT VALLEY EDUCATORS ASSOCIATION / CALIFORNIA TEACHERS ASSOCIATION / NATIONAL EDUCATORS ASSOCIATION, whose address is the work location of the current WVEA President, hereinafter referred to as the "ASSOCIATION."

Negotiations for the 2005-06 school year will consist of a re-opener for Salary/Benefits, one additional item and other items of mutual agreement.

**ASSOCIATION REPRESENTATIVES**

**BOARD REPRESENTATIVES**

\_\_\_\_\_  
Jim Faren

\_\_\_\_\_  
Bryan Cole

\_\_\_\_\_  
Larry Taylor

\_\_\_\_\_  
Dr. Nancy Hogg

**RATIFIED**

**FOR THE ASSOCIATION**

**FOR THE BOARD OF TRUSTEES**

\_\_\_\_\_  
Jim Faren

\_\_\_\_\_  
Bryan Cole

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ARTICLE 1: RECOGNITION**

1 The Board recognizes for the duration of this Agreement the Association as the exclusive representative for the following unit of employees:

1.1 **Included:**

- All certificated contract teachers K through 12
- Grade Level Coordinator (9-12)
- Student Staff Resource Advisor (6-8)
- Student Program Advisor (6-8) {pilot program-expires 6/30/07}
- Elementary Learning Specialist (K-5)
- Library Media Teacher
- School Nurse
- Speech Therapist
- Itinerant Teacher

The aforementioned members of the unit are herein throughout this Agreement also referred to as "EMPLOYEE."

\* Benefits and rights of these positions are specifically enumerated in the applicable Articles.

1.2 **Excluded:**

- All management employees such as:
- Superintendent
- Assistant Superintendents
- Administrative Directors
- Directors
- Principals
- Assistant Principals
- Coordinators
- Instructional Deans
- Psychologists
- All Classified Employees
- All casual or limited term personnel
- All confidential employees
- All substitute teachers

Disputes concerning the inclusion or exclusion of other positions in the Bargaining Unit will be resolved through the Public Employment Relations Board in accordance with Chapter 4, Article I, Section 30042 of the Regulations of that agency.

**ARTICLE 2: RETAINED RIGHTS**

- 2.1 It is understood and acknowledged that the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes of the State of California save those given to or shared with the Association by means of this Agreement and/or written understandings with the Association.
- 2.2 Rights of the Board of Trustees, which are not limited by the language of this Agreement and/or law and/or written understandings with the Association, are expressly reserved to the Board of Trustees, and this Agreement and/or law and/or such written understandings constitute the only limitations upon the rights of the Board of Trustees.
- 2.3 The Association recognizes that the District (Board) may be required by extraordinary circumstances to take actions to protect the health and safety of individuals, provide security of property or provide for the overall well being of the District. The need for and the appropriateness of these actions shall be subject to challenge by the Association.

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### **ARTICLE 3: ASSOCIATION RIGHTS**

- 3.1 The Association shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by Government Code, Section 3543.1.
- 3.2 The transaction of Association business shall not interfere with the educational process or other regular operational activities of the school district.
- 3.2.1 A maximum of sixty (60) work days of release time per school year shall be provided to the Association and its bargaining unit members, as designated by the Association, for attendance at local, state, national meetings/conferences and for attendance at community and civic organization meetings or for conducting Association business at sites throughout the District pertinent to Association affairs.
- 3.2.2 The Association President shall be granted thirty (30) work days of release time during the contractual work year to conduct Association business as deemed necessary by the Association and its bargaining unit members. These thirty (30) days shall be deducted from the sixty (60) day referred to in Section 3.2.1 above. Additional release time may be granted at the discretion of the Superintendent and or his/her designee.
- 3.2.3 Association shall be granted thirty (30) work days of release time during the contractual work year to conduct Association business deemed necessary by the Association President and or his/her designee. Additional release time may be granted at the discretion of the Superintendent and or his/her designee.
- 3.2.4 Release time shall not be assessed against any bargaining unit member's contractual sick or personal necessity days. Days designated as District and Association negotiation sessions, days designated by the Superintendent and or his/her designee to attend functions, meetings, conferences or events which require a bargain unit representative, shall not be deducted from the Association's sixty (60) days work days of release time per school year.
- 3.2.5 The Association shall pay the District, upon being presented with evidence that a substitute teacher was hired to replace the unit member utilizing release time, the current daily rate of the substitute for one-third (33%) of the days utilized as release time necessary for conducting Association business as referred to in Sections 3.2.3 and 3.2.4 above during the contractual school year.
- 3.2.6 The provision shall expire on December 31, 2006, and may be extended beyond that date based on the mutual consent of the District and Association.
- 3.3 The names, addresses and telephone numbers of regularly assigned members of the bargaining unit will be made available to the Association upon request and reasonable notice, unless the employee has filed an appropriate written objection in accordance with law. The Association agrees to maintain the confidentiality of this information.
- 3.4 The Board will deduct from the pay of Association members and pay to the Association dues as voluntarily authorized in writing by the employee on the district form, subject to the following:

- 3.4.1 “Monthly dues” in this article shall mean the annual unified dues of the Association divided by ten (10). Part time employees are responsible for the pro rata share of their dues, i.e. half time employees pay fifty (50) percent of total cost.
- 3.4.2 Each deduction shall be made only upon submission to the designated representative of the Board, the district form duly completed by the employee and the Association.
- 3.4.3 The Board shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing not less than thirty (30) days after such submission, which shall be in writing on the prescribed district form.
- 3.5 Authorizations for monthly dues deductions submitted subsequent to the beginning of the school year (too late to effect the first monthly deduction on the October 1 warrant) will be honored by the Board only to the extent of making monthly deductions, as defined in 3.4.1 above, for the applicable pay periods remaining in the school year.
- 3.6 The District will include in the packet of information given to new employees recruitment materials provided by the Association.
- 3.7 During the new teacher orientation meetings conducted prior to the opening of school each year, the Association shall be provided time to make a presentation to new teachers regarding the benefits and rights of being members of the Association.
- 3.8 The Association agrees that it will indemnify and hold the Board harmless from any claim or demand asserted by any employee against the Board by virtue of the Board’s performance of the undertaking of this Article.

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## **ARTICLE 4: EMPLOYEE HOURS, DAYS AND DUTY OBLIGATIONS**

- 4.1 The work year for employees covered by the terms of this agreement shall be one hundred, eighty-four (184) days for returning employees and one hundred, eighty-five (185) days for new employees. The days of work shall be displayed on the official School Calendar.
- 4.1.1 The process for developing the School Calendar proposal shall be in accordance with Board Policy. The calendar developed under this policy may be subject to negotiations should the Association so choose. It is understood that the District's Calendar Committee, comprised of six (6) representatives of the Walnut Valley Educator's Association, three (3) representatives of the California School Employees Association, three (3) representative of the Walnut Valley Administrator's Association, and three (3) parent representatives shall work to develop consensus regarding the proposed calendars.
- 4.2 It is agreed that all employees are obligated to plan their schedules so that each workday consists of adequate time to meet all professional and contractual responsibilities, including a preparation period for secondary teachers who elect to teach an extra period for an additional twenty percent (20.00%) of their respective per diem rate of pay for one semester or more each year.
- 4.2.1 Services and duties that may be assigned during the workday for classroom teachers, include but are not limited to, classroom teaching; guidance service to students and parents; program development; adequate preparation; professional improvement; parent conferences; community contacts; school and/or district committee assignments; faculty and district meetings; special tutorial assistance to pupils, being particularly available to students after school, other professional assignments determined by the Board to be necessary for efficient and effective operation of the school district. It is agreed that all services and duties would not necessarily be rendered on any given day.
- 4.2.1.1 In conjunction with provision of the rights described in Article 2, Retained Rights, and the acknowledged responsibility of the principal to provide for the day-to-day well-being of students, the district shall provide periods of released time for teachers in grades one to five in the following fashion:
- 4.2.1.2 Physical education teams of teachers and aides will be employed to provide physical education at the elementary schools in a manner similar to that which operated in 1987-88. Teachers shall be released from their classroom duties during those periods of time. When the physical education teachers are absent, substitute teachers will be provided for them.
- 4.2.1.3 Grade 4 and 5 teachers will be released from their classes during the period of music instruction that is provided. Release time provided by music instruction will not be available in class size reduction classrooms. When a music teacher is absent and a qualified substitute is not available on the day he/she is scheduled, a roving substitute shall be provided for that school within a ten (10) day period to allow a comparable period of release time. If the regular teacher is directed to assist the music teacher, then a comparable amount of released time shall be provided within the ten-day period.

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- 4.2.1.4 Individual schools shall have the flexibility to increase the preparation time for teachers at that location without an increase in expenditures from the District's General Fund and without a reduction in the quality of the educational experiences for children.
- 4.2.1.5 Effective September 2005, the District will commit \$110,000 to provide additional preparation time for teachers in grades 1-5. These funds will be allocated to schools based upon FTE (including Special Day Class and Language Magnet teachers). Principals and the site Leadership Team will meet to collaboratively develop options for determination of how the funding will be utilized for preparation time at the site. The options will be presented to the classroom teachers in grades 1-5 for approval and implementation with 80% of the staff's concurrence.
- 4.2.2 That portion of the regular workday of classroom teachers utilized as preparation time, however scheduled, shall be utilized by each teacher, including those who elect to teach an extra period, in such manner as to enable further development and refinement of professional competence and greater instructional effectiveness in the classroom. Preparation time is a duty period and shall be used for professional assignment-related work, including, but not limited to, preparation for classes, preparation of instructional materials, presentation of or attendance at demonstration lessons, participation in teacher training, conferences with the principal, other staff members, parents or pupils.
- 4.2.3 Services and duties that may be assigned during the normal workday for library media teachers include, but are not limited to, selection, ordering and processing of books, periodicals, pamphlets and all other instructional media; instruction of teachers, students, parents, assistants and volunteers, general library supervision; participation as a resource person in planning; school and/or district committee assignments; supervision and direction of records, circulation, inventory, shelving and storage of materials; selection of materials for repair, replacement and removal; adequate preparation and professional improvement; attendance at required meetings; available for student, parent and teacher conference; and other professional assignments determined by the Board to be necessary for efficient and effective operation of the school district. It is agreed that all services and duties would not necessarily be rendered on any given day.
- 4.2.4 **Grade Level Coordinator**
- Services and duties that may be assigned during the normal workday for Grade Level Coordinators (GLC) in grades 9-12 include, but are not limited to, individual counseling with students relative to academic progress, personal/social concerns, career information and choice, work experience, Regional Occupational Program (ROP), graduation requirements, test interpretation, college entrance requirements, scholarships, etc.; group counseling and guidance; registration, orientation, and program planning of students, including freshmen conferences, maintenance of students records - anecdotal, permanent, test results, etc.; conferences with parents and staff members concerning individual students; contacts with social service agencies and community resource persons; written communications as needed; supervision of day and evening athletic contests, dances and student performances; participation in curriculum development; school and/or district committee assignments; professional improvement; faculty and district



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meetings; and other professional assignments determined by the Board to be necessary for efficient and effective operation of the school district. It is agreed that all services and duties would not necessarily be rendered on any given day.

- 4.2.4.1 The work year for Grade Level Coordinators may begin in early to mid-August based on the needs of the school sites and consists of two hundred six (206) days for returning employees and two hundred seven (207) for new employees with the added duties that are consistent with their assignments.
- 4.2.4.2 Grade Level Coordinators shall receive a salary factor increase of ten (10) percent of their annual salary, and they shall be entitled to receive a monthly mileage stipend of for each of the eleven (11) months that they work.
- 4.2.4.3 The duties of Grade Level Coordinators involve a six (6) period day and do not normally include classroom teaching assignments.

#### 4.2.5 **Student Staff Resource Advisors**

Services and duties that may be assigned during the normal workday for Student Staff Resource Advisors (SSRA) in grades 6-8, include, but are not limited to, providing optimal student academic, social, and personal growth by working full-time with all staff members, students, and parents as they interact within the school environment; facilitates students guidance activities; implements school and class discipline plan for students; works with teachers and other staff members to improve the educational prospects of individual students; participates in student/staff/parent conferences as they related to extraordinary academic and/or behavioral problems; responsible for scheduling students at the assigned grade level; supports the teacher/advisor concept by facilitating productive teacher pupil relations; provides timely feedback to parents on both the academic and personal growth of students. Other duties that may be assigned include, working with staff to maintain effective team communication; assisting other school staff as well as students in the planning and conduct of student activities; coordinating the testing program at the site; taking an active role in interpreting the school's objectives to students, parents, and the community at large, and in promoting constructive parent/teacher relations; responsible for lunch time student supervision at the assigned grade level (with an understanding that a duty-free 30 minute lunch period shall be provided on a daily basis); supervision of assigned and appropriate after school activities; and participates in the implementation of assigned curriculum areas. Finally, the position of SSRA may be called upon to perform duties associated with standards and assessment, disaggregating test data, at-risk students, student recognition, character education, school improvement, and attending department or grade level meetings.

- 4.2.5.1 The work year for the Student Staff Resource Advisor may begin in August or September and consists of one hundred, eighty-four (184) days for returning employees and one hundred, eighty-five (185) days for new employees, with an understanding that some portion of twenty-four (24) additional days of service shall be assigned to each SSRA by the site administrator. They will receive a monthly mileage stipend for each of the ten months they work.

4.2.5.2 Student Staff Resource Advisors shall receive a salary factor of three and a half (3.5) percent of their annual salary as additional compensation for after school and evening pupil supervision.

4.2.5.3 The duties of Student Staff Resource Advisors involve a six (6) period day and do not include classroom teaching assignments.

#### 4.2.6 **Elementary Learning Specialist**

Services and duties that may be assigned during the normal workday for Elementary Learning Specialists (ELS) in grades K-5, include, but are not limited to, ensuring that students, parents and staff are provided the support necessary to be successful in grades K-5; to serve as a resource to teachers (classroom management and instructional practices), parent (information and communication), and students (supervision and activities) while assisting students/staff in attaining a meaningful, enriched school experience; works with elementary teachers, developing strategies to enhance student success; reinforces/implements the school student management plan; participates in parent/teacher conferences; provides leadership in curriculum and special projects; conducts demonstration lessons to introduce instructional practices; and assists teachers in interpreting, assessing and planning for student assessment. Other duties may include, taking an active role in promoting the school's objectives to students, parents, and the community at large while fostering a positive relationship; participates in assigned/appropriate playground, lunch, bus or other supervision activities; and collaborates with middle school personnel to ensure a smooth transition to the secondary level.

4.2.6.1 The work year for Elementary Learning Specialists' will begin in August or September and consists of one hundred, eighty-four (184) days for returning employees and one hundred, eighty-five (185) days for new employees.

4.2.6.2 The duties of Elementary Learning Specialist may involve part-time classroom teaching duties.

#### 4.2.7 **Nurses**

Services and duties that may be assigned during the normal workday for nurses include, but are not limited to, health appraisal for students; emergency care for students and staff; counseling for students and parents; disease prevention and control; health instruction and consultation for students, parents and other staff; health-related welfare responsibilities; committee assignments, faculty and district meetings; professional improvement; in-service training for other staff; agency relationships; organizational maintenance; and other professional assignments determined by the Board to be necessary for the efficient and effective operation of the school district. It is agreed that all services and duties would not necessarily be rendered on any given day.

#### 4.2.8 **Speech Therapists**

Services and duties that may be assigned during the normal workday for speech therapists include, but are not limited to, identification, diagnosis and remediation of language, speech and hearing problems; counseling of students, parents, staff members and other agencies about the language, speech and hearing needs of students; determination and implementation of a plan of

therapy for each student; evaluation of student progress; consultation with others concerned with student development; district committee assignments; participation in the development of materials and techniques for the program; maintenance of necessary records; professional improvement; attendance at departmental and district meetings; and other professional assignments determined by the Board to be necessary for the efficient operation of the school district. It is agreed that all services and duties would not necessarily be rendered on any given day. Compensations for Speech Therapists will align with the Teacher salary schedule having an additional 5% factor applied.

- 4.2.9 Services and duties that may be assigned during the workday for elementary itinerant teachers include, but are not limited to the following: classroom teaching; guidance service to students and parents; program development; adequate preparation; professional improvement; resource service to classroom teachers; scheduling classes at each site; selection, direction, equipment; district and site fund raising, selection and presentation at student awards assemblies; student assessment; Individualized Education Plans (IEPs), and consultations as needed; student performances for which no salary payment is scheduled; parent conferences; community contacts; school and/or district committee assignments; faculty and district meetings; special tutorial assistance to pupils, being particularly available to students after school; other professional assignments determined by the Board to be necessary for efficient and effective operation of the school district. It is understood that included in the instructional day of itinerant teachers is necessary time for travel and set up of equipment. It is agreed that all services and duties would not necessarily be rendered on any given day.
- 4.3 Student arrival and dismissal times shall be established by the principal or administrator-in-charge, with the arrival of bargaining unit members to be thirty (30) minutes prior to their first regular assignment.
- 4.3.1 The principal of an individual school may, with the concurrence of the affected staff members, modify the schedule for that school or of a group of students within that school as long as the same general configuration of both the schedule and the teacher's workday is retained.
- 4.4 The work day shall include a thirty (30) minute lunch period, exclusive of passing periods, during which they will be without assigned responsibilities.
- 4.4.1 Employees covered by this Agreement who are in less than full-time assignments are entitled to the thirty (30) minute lunch period without assigned responsibilities on any workday their work assignment exceeds four (4) consecutive hours occurring between the hours of 9:00 a.m. and 3:00 p.m.
- 4.5 Scheduled, assignment-related activities, authorized by the principal or administrator-in-charge which take the employee away from the school or place of regular assignment during the workday including, but not limited to, field trips, conferences, committee attendance, are considered to be within the services and duties to be rendered in fulfilling professional and contractual responsibilities.
- 4.5.1 When attendance at district committee meetings extends beyond 5:00 p.m. on a weekday, or when meetings are conducted on the weekends, the bargaining unit member will be paid at the instructional hourly rate in half hour increments for the time beyond 5:00 p.m. Compensation for actual hours of attendance on weekends will apply.

- 4.5.1.1 When a unit member's attendance at an Individualized Education Plan (IEP) meeting is required and the meeting extends after 5:00 p.m., the employee shall be compensated for that time beyond regular work hours. The extra pay shall be at the instructional hourly rate and shall be calculated at the closest quarter-hour increment.
- 4.5.2 It is the intent of this provision to provide time for staff members to prepare their classroom and themselves for evening meetings with parents. A minimum day for students and certificated staff will be scheduled on or after Back-to-School Night, Open House Night or school-wide parent conferences at night. However, if such a reduced schedule would result in a loss of the financial incentives from the State, then the schedule would not be changed. In those situations where there are multiple assignments or other special circumstances, then, with the concurrence of the affected staff members, the administrator will provide other preparation time adjustment, which will achieve the intent of this provision.
- 4.6 Employees shall participate, as designated by the principal or administrator-in-charge, in Back-to-School Night and Open House activities, promotion or graduation activities, parent conferences and similar activities which cannot be fitted practically within the usual schedule.
- 4.7 Faculty meetings will commence no later than thirty (30) minutes after school and will not exceed ninety (90) minutes. No mandatory faculty meeting will go past 5:00 p.m. Faculty meetings will not exceed thirty (30) cumulative hours per school year.
- 4.7.1 Faculty meetings are after school mandatory meetings, which include all certificated staff. Excluded from the thirty (30) hours are the following meetings:
- 4.7.1.1 Accreditation such as WASC, PQR, CCR and CBEDS
- 4.7.1.2 State mandated pupil assessments and Golden State, Advanced Placement and International Baccalaureate
- 4.7.1.3 All voluntary meetings
- 4.7.1.4 Site Based Decision-Making meetings will be voluntary and are not included in the thirty (30) hours.
- 4.8 Bargaining unit members who voluntarily accept assignments involving more than one work location each day, with the exception of itinerant teachers, shall be provided with paid time for travel and reimbursement for mileage at the rate established by the Internal Revenue Service.
- 4.8.1 Secondary teachers with more than one daily work location shall also be entitled to a preparation period and a duty free lunch of no less than thirty (30) minutes.
- 4.8.2 Secondary teachers with more than one daily work location shall be required to participate in Back-to-School Night, Open House, and other duties required by the Contract at their primary site.
- 4.9 **Staff Development Days**
- A committee comprised of an equal number of WVEA and Administrative staff will be established to develop a successful staff development implementation plan for 1999 – 2000. It is understood that reimbursement for staff development only comes with actual attendance. The basic format to incorporate a total of eighteen (18) hours per teacher will

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be two six (6) hour days, one in the orientation week and one during the school year. For elementary the non-pupil day currently used for parent conference will be designated. For middle and high school teachers the semester break day will be utilized. The remaining six (6) hours will be accomplished by providing activities during a wide variety of times. The purpose of this format is to utilize the days and hours to maximize attendance. Should the attendance fall below 80% for any school year, this concept of staff development days "buy-back" will be re-negotiated.

#### 4.10 **Night Science Labs**

The District and Association have also agreed that night science labs may be included in the student class schedule. Such labs are defined as classes specifically designed to augment designated curricular classes requiring extended laboratory periods that cannot fit within the tradition schedule of classes. Night science labs shall meet for a period not to exceed 2½ hours (150 minutes), and shall not extend beyond 9:30 p.m.

- 4.10.1 Teaching positions for the night science labs shall be voluntary and open to all qualified bargaining unit members. Notification of current position(s) shall be posted at the site no later than thirty (30) days prior to the first class meeting. The principal or his/her designee shall select the most qualified individuals based upon: credentialing status, current teaching assignment and experience within the subject area.
- 4.10.2 These teaching position(s) for science labs taught during the day shall be compensated by a factor of ten percent (10%) of the certificated bargaining unit member's contracted salary when accepting an assignment one half (½) hour prior to the start of school or one half (½) hour after the end of the regular school day. In the event a bargaining unit member voluntarily accepts a night science lab assignment, the bargaining unit member will be compensated by a factor of thirteen percent and a half (13.5%) of the certificated bargaining unit member's contracted salary. This factor is exclusive of the extra period assignment.
- 4.10.3 The District shall provide a Campus Security Officer during the hours of the night science lab class(es). A Campus Security Office shall remain on duty thirty (30) minutes after the end of the last class or until all participating science teachers have left campus. The District may assign a site administrator to deal with student disciplinary issues, or notify parents prior to the enrollment of their students that misconduct will result in dismissal from class without any further notice.

#### 4.11 **Extended Day Kindergarten**

- 4.11.1 All elementary schools within the District shall establish an extended day Kindergarten program that shall commence on the first day of the 2003-04 school year. The only exception to this shall be those elementary sites that do not have adequate classroom space to accommodate the program on an extended day basis. Individual pupils who do not demonstrate a level of readiness to participate in the extended day program may be considered for a modified schedule after consultation with the respective teacher, parent(s) and the administrator.
- 4.11.2 The Extended Day Kindergarten Program is defined as an average pupil instructional day of 260 minutes, exclusive of lunch. Each elementary school site shall be provided with flexibility in determining how to best implement the program for the fall of 2003-04 school year.

- 4.11.3 Each Kindergarten class shall receive an annual allocation of \$2,400 to be used for items such as supplies, materials or part-time instructional aide time to support the instructional program. These funds are not intended for capital expenditures needed to establish a standard Kindergarten classroom. The expenditures of these funds shall involve a collaborative process that includes the Kindergarten teachers.
- 4.11.4 The District and WVEA will work cooperatively to promote the Extended Day Kindergarten Program within the community in an effort to increase pupil enrollment in Kindergarten.
- 4.11.5 The District and WVEA agree and understand that this agreement is precedent setting, and shall continue in the future or until such time that the parties mutually agree to modify or discontinue the program. In the event that Class Size Reduction is discontinued (not modified for up to 21 or 22 pupils) at the Kindergarten level, the WVEA and the District shall renegotiate this agreement as may be required by the Educational Employment Relations Act.

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**ARTICLE 5: EMPLOYEE SAFETY**

- 5.1 The Board and the employee shall make a reasonable effort to develop and maintain a safe environment for students and employees.

The Board shall not require any employee to work under unsafe conditions.

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## **ARTICLE 6: PROCESSING OF ALLEGED AGREEMENT VIOLATIONS**

### 6.1 Definitions:

- 6.1.1 An alleged agreement violation is a formal written allegation by any employee in the bargaining unit or association that there has been a misapplication, misinterpretation or violation of a specific provision of this agreement, or a claim by the President or designee of the Association that there has been a violation, misapplication or misinterpretation that adversely affects the Association.
- 6.1.2 A day is a day that has been designated as an employee workday for that classification of employee.
- 6.1.3 The “immediate administrator” is the principal or other management employee of the district having immediate jurisdiction over the employee and who has been designated to adjust alleged agreement violations.

6.2 Before filing an allegation, an employee or his/her representative will first discuss the basis for the contemplated allegation with the immediate administrator with the objective of resolving the matter through an informal conference. Upon one day’s advance notice either the employee or his/her representative and the immediate administrator may have an informal conference.

6.3 An allegation shall be processed in the following manner:

#### 6.3.1 **Level I**

- 6.3.1.1 Within twenty (20) working days or thirty (30) calendar days after the employee or his/her representative knew or reasonably should have known of the occurrence of the act of omission giving rise to the allegation in writing, the employee or his/her representative must present the allegation on the district form to the immediate administrator.
- 6.3.1.2 The written description on the district provided form shall be a clear, concise statement of the allegation, the circumstances involved, and the specific remedy sought.
- 6.3.1.3 The immediate administrator shall communicate a decision to the employee or his/her representative in writing within ten (10) days after receiving the allegation. If the administrator does not respond within the time limit, the employee or his/her representative may appeal to the next level designated for processing allegations. Such appeal must be made within ten (10) days after the expiration of the time limit.
- 6.3.1.4 Within the specified time limit, either party may request a personal conference with the other, and such request shall be granted.
- 6.3.1.5 In instances where time lines have not been adhered to by employees or his/her representative seeking to remedy disputes through the grievance process, the grievance shall be considered null and void.



**6.3.2 Level II**

- 6.3.2.1 If the employee or his/her representative is not satisfied with the decision on the allegation at Level 1, the employee or his/her representative may appeal, and, if so, shall file the allegation on the District provided form with the Assistant Superintendent-Human Resources within ten (10) days after the written decision at Level I has been delivered.
- 6.3.2.2 The statement filed at this level shall be a clear, concise statement of the reasons for the appeal.
- 6.3.2.3 The Assistant Superintendent, Human Resources shall communicate his/her decision in writing within ten (10) days after receiving the appeal. Either the employee or his/her representative or the Assistant Superintendent may request a personal conference with the other within the time period from filing of the appeal to the deadline for rendering of a decision. If the Assistant Superintendent does not render a written decision within the prescribed time limit, the employee may appeal to the next level. Such appeal must be made within ten (10) days after the expiration of the time limit.

**6.3.3 Level III**

- 6.3.3.1 If the employee or his/her representative is not satisfied with the decision on the allegation at Level II, the employee may appeal, and, if so, shall file the allegation on the District provided form with the Superintendent within ten (10) days after the written decision at Level II has been delivered.
- 6.3.3.2 The statement filed at this level shall be a clear, concise statement of the reasons for the appeal.
- 6.3.3.3 The Superintendent or his/her designee shall meet the employee and association representative to communicate his/her decision in writing within ten (10) days after receiving the appeal. Either the employee (or his/her representative) or the Superintendent (or his/her designee) may request a personal conference with the other within the time period from filing of the appeal to the deadline for rendering of a decision. If the Superintendent or his/her designee does not render a written decision within the prescribed time limit, the employee may appeal to the next level. Such appeal must be made within ten (10) days after the expiration of the time limit.

**6.3.4 Level IV**

- 6.3.4.1 A unit member or his/her designee not satisfied with the Level III decision may within ten (10) days of the receipt of the written response request the Association to submit the grievance to arbitration. If the Association decides to submit the grievance to arbitration, it may within ten (10) days of receipt of the request from grievant, give written notice to the Superintendent of its intent to submit the grievance to arbitration. If any questions arise as to the arbitrability of the grievance, such question will be ruled upon first by the arbitrator.

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- 6.3.4.2 Within ten (10) days after receipt by the District of the written notice of intent to arbitrate, the Superintendent or his/her designee and the Association will attempt to agree on a mutually acceptable arbitrator and to obtain a commitment from the arbitrator to serve. If the parties are unable to so agree, a request for a list of seven (7) arbitrators may be made to the California State Conciliation Services by either party. The parties will then be bound by the rules and procedures of the California State Conciliation Services in the selection of an arbitrator, and that arbitrator shall proceed under Voluntary Labor Arbitration Rules of the American Arbitration Association.
  - 6.3.4.3 The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator, in rendering his/her opinion, shall not amend, modify, nullify, ignore, nor add to the provisions of this Agreement. The arbitrator's authority shall be limited to deciding only the issue or issues presented to the District and the grievant or grievant's representative. The arbitrator's decision shall be based upon the arbitrator's interpretation of the meaning or application of the language of this Agreement. The decision of the arbitrator will be final and binding and will be submitted to the District and Association.
  - 6.3.4.4 The costs of the compensation to the arbitrator and the reimbursement of the arbitrator's travel and subsistence expenses, as well as the cost of a hearing room, will be borne equally by the District and the Association. All other costs will be borne by the party incurring the costs.
  - 6.3.4.5 Upon mutual agreement of the Association and the District, a grievance may be taken directly to arbitration.

#### 6.4 **Other Provisions**

- 6.4.1 The employee and his/her representative will be present at all stages of the formal allegation process.
- 6.4.2 Resolution of an allegation at Levels I, II, or III shall be deemed to exist by affirmation of the employee and the association to concur with the decision rendered or by failure of the employee and the association to appeal the decision within the specified time periods to the next higher level.
- 6.4.3 In the event the employee protests an order, requirement, or other directive, the employee shall fulfill or carry out such order, requirement, or other directive, prior to filing an allegation, and shall continue to carry out such order, requirement, or other directive, pending the final decision of the allegation. Excluded from this provision is any act that would be deemed unsafe or unlawful.
- 6.4.4 Although a specific time period is provided for administrative decisions at each level of the foregoing procedure, it is recognized that multiple allegation filings must be processed in sequential manner. Consequently, at each level of the procedure, allegations shall be assigned consecutive numbers, based upon the time and date on which written allegations are received. Administrative personnel shall process such numbered allegations in a sequential manner, following a pattern that first filed will be first considered. Regardless of specific

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time periods provided for decisions at the various levels of this procedure, administrative personnel shall not be required to consider more than one allegation per day. In situations where there are more than one allegation received on the same day, the employee will be notified of the number of their allegation and the anticipated timetable for review and decision.

- 6.4.5 Once an allegation arising from a particular incident(s) or circumstance(s) has been resolved at any level, another allegation based on that particular incident may not be filed.

The remedy, which is applied to the processed allegation, shall upon request, be made applicable to other allegations arising from the particular incident(s) or circumstance(s).

- 6.4.6 All documents, communications, and records dealing with the processing of the allegation will be filed in a separate allegation's file and will not be kept in the personnel file of the participants. Those documents from the employee's file shall be returned to that file without any identifying marks.

**It is agreed that both parties will keep these proceedings as informal and confidential as may be appropriate for the level of the procedure.**

## **ARTICLE 7: PROFESSIONAL GROWTH**

- 7.1 The District retains sole responsibility for the evaluation and assessment of the job performance of each bargaining unit member and, except as required by law, the implementation and administration of the procedures for such evaluation and assessment is solely within the discretion of the district except as modified by this agreement. Refer to the adopted Walnut Valley Unified School District's Professional Growth Plan procedure for details and form.
- 7.1.1 **By 4th Friday of September**  
In-service on professional growth materials will be presented to evaluatees.
- 7.1.2 **By 4th Friday of October**  
Individual pre-conference will be conducted to set growth priorities and Essential Activities for Professional Growth Action Plan.
- 7.1.3 **By 2nd Friday of November**  
Professional Growth Action Plan with complete listing of Growth Priorities and essential Activities will be approved by evaluator.
- 7.1.4 **By 1st Friday of February**  
Individual conference for Professional Growth Plan update.
- 7.1.5 **By End of February Mid Course Correction**  
The majority of the formal classroom observations will be completed with informal observations continuing through the end of the year.
- 7.1.6 **By 4th Friday of April**  
Implications for Teaching and Student Learning and Professional Reflection will be completed by evaluatee and submitted to evaluator.
- 7.1.7 **By 2nd Friday of May**  
Evaluator will respond to evaluatee in writing about the Professional Growth Plan completed by evaluator through the Summary Evaluation, and if appropriate, an Improvement Plan will be prepared. Evaluatee has ten (10) school days to respond and discuss if needed.
- 7.1.8 **By the last Week of school**  
Final Professional Growth Plan Conference between evaluator and evaluatee will be held.
- 7.1.9 Permanent employees shall be evaluated at least once every other year; probationary employees shall be evaluated each year.
- 7.1.10 Final written assessment of the Professional Growth Plan shall be completed by a site administrator or a District designated administrator.
- 7.2 Any employee may request and obtain additional evaluations. A copy of such a request shall be forwarded by the employee to the Human Resources Office and shall become a part of the evaluatee's personnel file. Denial of such a request by the evaluator must be approved by the Superintendent.

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- 7.3 Except in unusual situations, the evaluator will give reasonable advance notice before conducting a formal classroom observation related to the employee's objectives and will utilize forms and procedures that comply with the district guidelines.
- 7.4 Prior to December 1, the employee may request to also be evaluated by a team consisting of two other certificated employees. One of the team members shall be selected by the employee and the other by the evaluator. Each team member shall submit a written evaluation report to the immediate supervisor which shall be attached in its entirety to the evaluation statement prepared by the immediate supervisor. The team members may agree upon joint visitations and/or the submission of a joint written report.
- 7.5 At the discretion of the Superintendent in unusual circumstances following an unsatisfactory evaluation, a subsequent evaluation may be requested by the evaluatee and performed in accordance with 7.2. Above. This evaluation would supersede the contested evaluation.
- 7.6 Application of the grievance procedures in Article VI shall be limited to the application of the evaluation procedures set forth in this Article VII and shall not be construed to apply to the evaluation content.
- 7.7 The Professional Growth Plan may be revised annually in June to determine the effectiveness of the plan, upon the request of WVEA or the District.
- 7.8 Permanent certificated unit members who receive an unsatisfactory performance rating shall be referred to Peer Assistant and Review for professional assistance through the development of a Professional Growth Plan.

## **ARTICLE 8: LEAVES OF ABSENCE**

### **8.1 Sick Leave**

Every full-time employee on an annual contract basis shall be entitled to accrue annually ten (10) days paid leave of absence to be used when necessary for reasons of personal illness, injury, or maternity disability. Personnel employed for an eleventh month shall earn an additional one (1.0) a day. Unused leave shall be carried forward to the succeeding year and shall be accumulated without limit.

- 8.1.1 Any employee employed in summer school may use accumulated Sick Leave in a manner similar to its authorized use during the regular school year at the proportionate per day of absence.
- 8.1.2 Employees will contact the school or the District as much in advance as circumstances permit when Sick Leave is to be taken.
- 8.1.3 Following absences charged to Sick Leave, a doctor's statement or other verification acceptable to the District may be required to certify the employee's ability to return to work with or without accommodation. If the absence has been occasioned by major surgery, illness, or maternity disability, a doctor's release certifying the employee's capability of resuming all regular activity of the assignment and date of return must be submitted as a condition for return to work. The Board may also require, at District expense, examination and certification by a physician of its designation of the employee's capability of resuming active service.
- 8.1.4 Employees may contact the Payroll Office to determine the number of days of Sick Leave they have available.
- 8.1.5 Allowable Sick Leave credit for any one (1) school year need not be accrued prior to being taken by the unit member during said year. Such leave may be taken at any time during the school year. A unit member who terminates employment prior to earning Sick Leave taken in advance of accrual for that year shall have the appropriate amount deducted from his/her final pay warrant.
- 8.1.6 If an employee is absent from work because of illness or accident for a number of days that exceeds all applicable, full compensation, earned Sick Leave, and continues to be absent for the illness or accident for up to an additional five (5) school months or less, for such days in that period of absence not covered by accrued Sick Leave, the employee shall be eligible for Extended Sick Leave and shall receive as compensation the salary normally due, reduced by the salary being paid to the substitute (calculated with equivalent daily or monthly rates for each). In instances where a substitute is not available and the position remains vacant during the employee's absence, an amount equal to the basic substitute salary will be deducted. In no instance will the employee receive less than five percent (5%) of the salary normally due during that period.
- 8.1.7 At the conclusion of the five (5) school months, if the employee continues to be absent and is not medically able to resume the duties of his/her position, the employee shall be placed on the re-employment list for twenty-four (24) months (probationary employees) or thirty-nine (39) months (permanent employees). When the employee is medically able, during the 24 or 39-month period, he/she

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shall be returned to a vacant position for which he/she is credentialed and qualified, as determined by the District.

8.1.8 When Sick Leave is being requested for maternity disability, the period of disability shall be determined by the employee and the employee's physician.

8.1.9 The employee, prior to being granted leave, shall submit to the District a written statement from her physician declaring unequivocally that the employee is disabled from the performance of her duties and stating the anticipated duration of the disability.

8.1.10 An employee will be granted paid leave for maternity disability only if that employee is in paid status with the District on the workday immediately prior to the date of commencement of the period of disability.

## 8.2 **Family Care and Medical Leave**

As required by State and Federal law, the District will provide Family and Medical Care Leave for eligible employees. The following provisions set forth unit member's rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Family Rights Act ("CFRA") (Government Code Section 12945.2). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.

### 8.2.1 **Amount of Leave**

Eligible members are entitled to a total of 12 (twelve) workweeks of leave during any 12-month period. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement (includes 6-week pregnancy leave).

8.2.2 The 12-month period for calculating leave entitlement will be the total of 12 weeks within a consecutive 12-month period commencing with the first day of leave taken.

### 8.2.3 **Medical Insurance**

The District will continue to pay for health insurance benefits during the leave period.

### 8.2.4 **Required Forms**

Members must fill out the following applicable forms in connection with leave under this Article:

8.2.4.1 "Request for Family or Medical Leave Form" prepared by the District to be eligible for leave.

8.2.4.2 Medical Certification – either for the member's own serious health condition or for the serious health condition of a child, parent or spouse.

## 8.3 **Industrial Accident Illness Leave**

Employees who are absent from duty because of illness or injury resulting from industrial accident qualifying for worker's compensation are eligible to receive not more than sixty (60) days of industrial accident leave for any one such incident of illness or injury in any

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fiscal year incurred within the course and scope of an employee's assigned duties or services being rendered to the district.

- 8.3.1 "Qualifying for worker's compensation" presupposes that an accident report has been filed according to established procedure and that the Board's industrial accident insurance carrier considers the claim valid. In the event of rejection of the claim by the carrier, industrial accident leave shall not apply.
- 8.3.2 An employee who has sustained a job-related injury, or their designated agent, shall report the injury on the appropriate district form within forty-eight (48) hours to the immediate administrator. An employee, or their designated agent, shall report any illness on the appropriate district form to the immediate administrator within forty-eight (48) hours of knowledge that the illness is an alleged industrial illness. The administrator may grant an extension of the forty-eight (48) hour reporting requirement if extenuating circumstances require it. In order to qualify for industrial accident or illness leave coverage, an employee claiming such leave shall be examined and treated (if necessary) by a physician approved by the Board's industrial accident insurance carrier.
- 8.3.3 The amount of salary paid to such employee in any calendar month will be the salary he would have received had he/she not suffered the industrial accident or illness, and he/she shall be entitled to all other benefits of paid service.
- 8.3.4 For any days of absence from duty as a result of the same industrial accident whether the employee receives salary payments under industrial accident leave, other paid leave, or vacation, the employee shall endorse to the Walnut Valley Unified School District any wage loss benefit check from the Board's industrial accident insurance carrier which would make his/her total compensation from both sources exceed one hundred percent (100%) of the amount he/she would have received as salary had he/she not suffered the industrial accident or illness.
- 8.3.5 After sixty (60) days, or ninety (90) days, when applicable, (see 8.3.5.1), if the employee is still absent from duty as a result of such industrial accident leave, he/she shall then be entitled to other leave benefits for which he/she may be eligible.
- 8.3.5.1 The Board will consider an extension of industrial accident leave with pay for an additional thirty (30) working days in the event of an injury to an employee sustained while serving at an assignment designated by a principal or his surrogate, or other district management employee, when such injured employee is the victim of an unprovoked assault and a report is filed under the provisions of Educational Code Section 44014.
- 8.3.6 The employee's request for return to duty following industrial accident leave must be accompanied by a doctor's release certifying the employee's capability of resuming all regular activity of the designated assignment.
- 8.3.7 The Board reserves the right to require a physical examination of any employee who is on a leave of absence for industrial accident or illness at any time during the absence. Said physical examination shall be given by a physician designated by the Board whose recommendations may be used by the Board to determine the employee's ability to resume work. The cost of this physical examination shall be paid by the District.



- 8.3.8 An employee who is eligible for reemployment and has been medically released for return to his/her duties, but fails to accept an appropriate assignment may be terminated.
- 8.3.9 When all available leaves of absence, paid or unpaid, have been exhausted and the employee is not medically able to assume the duties of his/her position, he/she may be terminated in accordance with subsection 8.1.7.

8.4 **Bereavement Leave**

An employee shall be entitled to no more than three (3) days, or five (5) days if out-of-state travel is required, leave of absence with full pay, on account of the death of any member of the employee’s immediate family. The Superintendent may authorize up to two (2) additional days of paid absence beyond the three (3) days for travel within the state if unusual conditions exist.

- 8.4.1 For purposes of this section, “immediate family” is limited to mother, father, grandmother, grandfather, or grandchild, of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, of the employee, or any relative whose residence at the time of death was in the immediate household of the employee. An employee may be entitled to one day’s absence for bereavement upon the death of the employee’s brother-in-law or sister-in-law.
- 8.4.2 The Superintendent may grant Bereavement Leave to an employee for other than those persons mentioned above when unusual circumstances exist.

8.5 **Judicial Leave**

An employee shall be granted paid leave:

- 8.5.1 To appear in court as a witness when subpoenaed other than as a litigant.
- 8.5.2 Upon the approval of the Superintendent or his designee to respond to an official order from another governmental jurisdiction for reason not brought about through the connivance or misconduct of the employee.
- 8.5.3 To serve for a maximum ten (10) days of jury duty when called in the manner provided for in law.

Upon the receipt of the Jury Duty Summons, the employee will comply with the following provisions:

- 8.5.3.1 The employee will advise his/her supervisor of the jury summons.
- 8.5.3.2 The Association and the District urge the employee to seek a postponement of duty to times when the employee’s services are not required by the District. In recognition of this deferment the District will pay the employee up to 5 (five) days of the non-certified short term substitute pay for days served.
- 8.5.3.3 If a deferment has been obtained, then the new date of service will be indicated on the summons.

- 8.5.3.4 Should a deferment not be granted, the employee will submit a copy of the Jury Duty Summons to his/her supervisor who will forward it to the Human Resources Office.
- 8.5.3.5 If needed, the employee and the supervisor will confer and make arrangements for the employee's absence.
- 8.5.3.6 During regular service time, the employee shall reimburse the District by payroll deduction for any jury duty stipend received excluding that portion identified as mileage. A statement of the days of service and amounts paid by the court may be required by the District.
- 8.5.3.7 The employee shall not volunteer for additional jury duty beyond the normal legal requirements.
- 8.5.3.8 In the event of unusual circumstances, the Superintendent or his/her designee may waive the limitations of the foregoing Paragraphs 8.4.1 through 8.4.2.

## 8.6 **Personal Necessity Leave**

At the election of the employee, for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitates immediate attention, and which cannot be dealt with during off-duty hours, credited days of full compensation Sick Leave may be used for an authorized leave of absence.

- 8.6.1 Seven (7) days of credited Sick Leave may be used for Personal Necessity Leave in any one school year.
- 8.6.2 In extraordinary circumstances, the Superintendent or his/her designee may approve the use of additional days of accumulated Sick Leave for a matter of personal necessity.
- 8.6.3 Examples of reasons for which Personal Necessity Leave shall not be used are:
  - 8.6.3.1 political activities or demonstrations;
  - 8.6.3.2 vacation, recreation, or social activities;
  - 8.6.3.3 civic or organization activities;
  - 8.6.3.4 employee association activities;
  - 8.6.3.5 occupational investigation.
- 8.6.4 An employee shall secure advanced permission, not less than five (5) workdays prior to the beginning day of leave, using the district prepared Permission Form, to use Personal Necessity Leave in all cases except:
  - 8.6.4.1 Death or serious illness or accident involving a member of the employee's immediate family;
  - 8.6.4.2 Accident involving the property of the employee or of a member of the employee's household; and even in these exceptions, the employee will make every reasonable effort to notify the immediate administrator.
- 8.6.5 Consistent with the provisions of 8.6.1, 8.6.2, and 8.6.3 above, an employee may use Personal Necessity Leave for the observance of religious holidays of a well-

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recognized religious sect, or denomination provided these holidays occur on days on which he/she would otherwise be required to work. The approval of sects or denominations qualifying for use of Personal Necessity Leave under this paragraph shall be at the discretion of the Board or the Superintendent.

Consistent with the provisions of 8.6.1, 8.6.2, 8.6.3, and 8.6.4 above, an employee may use Personal Necessity Leave for matters of significant family importance, e.g., family illness, weddings, graduations, etc.

## 8.7 **Catastrophic Leave**

Bargaining unit members may apply in writing to Human Resources and be considered-for and receive Catastrophic Leave pursuant to the provisions stated herein. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time. In addition, illness or injury that incapacitates a member of the employee's family may qualify the employee to take time off from work. Taking an extended period of time off work may create a financial hardship for the employee, because he or she has exhausted all of his or her sick leave and other District provided time off. Requests for Catastrophic Leave shall be subject to verification.

- 8.7.1 In order for an employee to be eligible for Catastrophic Leave, he/she must have exhausted all personal Sick Leave, Industrial Illness and Accident Leave and any other paid leave, excluding Extended Sick Leave.
- 8.7.2 Eligible employees may receive up to thirty (30) days of Catastrophic Leave from other members of the certificated service annually (see Section 8.7.3 below), subject to further review and or extension. Such donated days shall be designated for use by the eligible unit member upon receipt in the Payroll Department of written authorization for the transference of accrued Sick Leave from one member of the certificated service to another. Accrued Sick Leave that is authorized for transference and is not used during a particular school year, shall be restored to the donor's account.
- 8.7.3 Employees donating accrued Sick Leave shall be limited to only ten percent (10%) of their accrual and shall be required to maintain a balance of no less than twenty-five (25) days for their own needs. An exception to this provision may be considered when the relationship between the recipient and the donor involves members of the same immediate family, as determined in Section 8.4.1.1.
- 8.7.4 Any unit member who applies for Catastrophic Leave understands that he/she waives any right to privacy concerning the communication of the circumstances and factors contemplated herein to those who process said requests. Employees requesting such leave shall provide authorization to disclose personal and health information to a third party.
- 8.7.5 Implementation of the provisions of this Catastrophic Leave section shall not be subject to the provisions of Article 6: of this Agreement, Processing of Alleged Agreement Violations.

## 8.8 **Military Leave**

Members of the bargaining unit shall be granted any Military Leave to which they are entitled under law, as school employees. Employees shall be required to request Military Leaves in writing, and, upon request, to supply the District with "orders" and status reports.

## 8.9 **Partial Pay Leave**

With the approval of the employee's supervisor and the Superintendent or designee, an employee may take additional leave to attend to matters of significant personal importance and will reimburse the District for the cost of a substitute for that position. Leave taken under this provision shall not be deducted from the employee's available Sick Leave or Personal Necessity Leave. Except in extraordinary circumstances approval to use leave under this section shall be secured not less than ten (10) workdays prior to the beginning day of the leave, using the appropriate district form. The approval by the Superintendent or designee shall be final.

## 8.10 **Conference Leave**

An employee may choose to attend professional conferences on their own behalf without loss of pay. Upon the recommendation of the immediate administrator and the approval of the Superintendent or designee, a maximum of two days per school year may be taken for this purpose.

8.10.1 The purpose of the conference attendance shall be to improve the employee's ability to perform the responsibilities of their present or known district assignment.

8.10.2 The request for such leave shall be submitted at least two weeks prior to the date requested.

## 8.11 **Unpaid Personal Leave**

At the sole discretion of the Board or Superintendent as provided below, an employee may be granted an Unpaid Personal Leave of Absence for reasons of study, including advanced coursework, workshops or other specialized training, family hardships, anticipated child birth, child care or for health reasons.

8.11.1 A written request, including the reasons and any supporting information relating thereto, and the duration of requested leave, shall be submitted to the District.

8.11.2 For personal absences of three (3) working days or less, the employee shall submit the request to the Superintendent not less than ten (10) working days prior to the beginning date of the leave. The decision of the Superintendent for approval or denial of these requests shall be final.

8.11.3 For personal absences in excess of three (3) working days, the employee shall submit the request to the Superintendent in sufficient time for the Superintendent to submit the request, with recommendation, to the Board of Trustees for approval or denial at the Board meeting to be held at least two (2) weeks prior to the beginning date of the leave.

8.11.4 Leaves granted for health reasons normally shall extend through the remainder of the school year. However, upon the employees' request and upon the concurrence of his/her physician, leave for this purpose may be extended for one semester or one full year.

At the conclusion of the leave the employee shall submit a medical statement indicating his/her ability to return to service and that returning to the former position shall not be a detriment to the employee.

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- 8.11.5 Personal absence leave other than that related to child bearing or childcare, which is in excess of five (5) working days, shall not exceed the balance of the school semester, or a full school term.
  - 8.11.6 Without prior approval of the Superintendent, an employee shall not accept gainful employment while on personal leave of absence from the district.
    - 8.11.6.1 Acceptance of full-time employment without district authorization shall automatically rescind the provisions of the leave.
  - 8.11.7 Any personal leave of absence that may be granted under these provisions shall be without compensation nor does it count as service toward other types of leave, salary advancement, retirement and tenure.
    - 8.11.7.1 Employees who will be absent more than thirty (30) days may elect to pay the total premiums for medical and dental insurance commencing with the first of the month following the commencement of the leave.
  - 8.11.8 As a condition of leave being granted under these provisions, the employee shall provide in writing, and submit with the application for such leave, a guarantee that the employee will maintain throughout the period of the leave valid credential and certification authorizations under which the employee is serving in the district immediately prior to the beginning of the leave.
  - 8.11.9 Employees on personal leave of absence, including job share positions, which extend through the balance of the school year, are required to notify the District Human Resources Office in writing prior to February 1st of his/her intent to return for the following school year. Failure to notify the District prior to February 1st of the year of leave shall constitute abandonment of position, resulting in resignation by default. An employee, who notifies the district of his/her intention to return by February 1st, shall be reinstated to the position held prior to the leave. If the position no longer exists, then the District policies and procedures for transfer and assignment shall apply. Failure to provide such notice relieves the District of its obligation to return the employee to the same position and the employee may be reassigned to another position for which he/she is certified.
    - 8.11.9.1 The District will notify the employee in writing of the importance of announcing his/her intention to return. That notification must occur not more than sixty (60) days nor less than thirty (30) days before the date described above in 8.10.6.
    - 8.11.9.2 If at the time of reinstatement an employee no longer has the credential and certification authorization utilized at the time the leave was granted, the employee may be terminated by the Board. At the commencement of the leave, the District shall notify the employee of the expiration date of the required credential.
  - 8.11.10 If the personal leave of absence was granted for health reasons, the employee may be required to submit, prior to return to active duty, a doctor's release certifying the employee's capability, without restrictions or detriment to the employee's physical or emotional well-being, of resuming all regular activity of the designated assignment. A professionally trained practitioner licensed to practice in the State of California for the purpose of treating human physical and mental health disorders may be substituted for the doctor's statement.

## 8.12 **Unauthorized Leave**

The Board and each employee of the District have entered into an employment contract, whereby the employee has agreed to supply, for a specified time, certain designated professional services to the Board for an agreed upon salary. Said services are to be provided by the employee unless that employee is absent as authorized by action of Board or State law or by authorized leave provisions of this Agreement.

- 8.12.1 It is agreed that an employee who is absent from work other than for those days so authorized is taking an Unauthorized Leave, which constitutes a breach of contract.
  - 8.12.1.1 An employee, after three (3) working days of Unauthorized Leave, will be notified in writing by the District of the breach of contract. The notice will be sent by registered mail to the employee's last known address. The Board of Trustees will likewise be so informed.
  - 8.12.1.2 The Board will deduct a salary amount proportionate to the annual salary as the ratio of days absent on Unauthorized Leave is to the annual days of required service.
  - 8.12.1.3 An employee who is absent on Unauthorized Leave for more than three (3) working days in the school term, may be subject to formal reprimand and/or suspension without pay for as much as twenty (20) working days as the Board deems appropriate under the circumstances.
  - 8.12.1.4 An employee who is absent on Unauthorized Leave for five (5) consecutive working days, or who fails to return to work within five (5) working days after the expiration of an authorized leave of absence, shall be deemed to have abandoned employment with the District, and such conduct shall constitute an automatic resignation of the employee, upon which the Board may exercise its option.

## 8.13 **Sabbatical Leave**

The District may grant a Sabbatical Leave to employees. The purpose of such leave shall be to improve the value and quality of the employee's work through enrichment of the employee's training.

- 8.13.1 The number of leaves granted during any one year shall not exceed one percent (1%) of the number of employees in the bargaining unit. The actual number of leaves that will be granted each year will depend upon the financial resources of the District as determined by the Board of Trustees.
- 8.13.2 No Sabbatical Leave will be granted until the Superintendent is satisfied that a suitable provision can be made for continuing the employee's work during the period of the leave.
- 8.13.3 After returning from leave, the employee is required to render a period of service in the district equal to twice the period of the leave.
- 8.13.4 To be eligible for Sabbatical Leave, the certificated employee must have served at least seven consecutive years as a regular full-time employee of the district. One

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- year of regular full-time employment shall be defined as at least 75% of the teaching days of that school year. If the certificated employee has failed to serve the 75% of any school year, that shall be counted as an interruption in the seven consecutive year period.
- 8.13.4.1 Board approved leaves of absence are not considered as interruption of service for this purpose, but time spent on such leave shall not be counted toward the seven years of required service.
- 8.13.4.2 After an employee has had a Sabbatical Leave, an additional seven (7) years must be served before becoming eligible for another such leave.
- 8.13.5 Sabbatical Leave shall be granted for not less than one semester nor more than two consecutive full semesters. Leave for a fractional part of one semester is not permitted. A Sabbatical Leave for a one-semester period will be contingent upon the availability of a suitable replacement and it is desirable that those be taken during the second semester of the school year.
- 8.13.6 In order to consider all possible applications for such leave, they must be submitted on forms provided by the personnel division by March 1 of the preceding school year.
- 8.13.7 All requests for Sabbatical Leave shall be evaluated by the Sabbatical Leave Committee. This committee shall be appointed by the Superintendent for a three year term and shall consist of the following:
- 8.13.7.1 Assistant Superintendent, Human Resources (Chairman).
- 8.13.7.2 Two administrative members nominated by the administrative council, one representing the elementary schools, and one representing the secondary schools.
- 8.13.7.3 One faculty member from an elementary school, one from a middle school, and one from a high school. The Association shall nominate at least two teachers for each faculty position on the committee from which the Superintendent or designee shall select the committee members.
- 8.13.8 The recommendation of the committee shall be made to the Superintendent.
- 8.13.8.1 Each committee member shall rank all recommended nominations in order of preference using the identified criteria.
- 8.13.8.2 The Chairman of the committee shall prepare a composite ranking of the applications based upon the individual ranking of each committee member. This composite shall be forwarded to the Superintendent.
- 8.13.9 The ranking of candidates for Sabbatical Leaves shall be determined on the following criteria:
- 8.13.9.1 The potential for improvement in the value and the quality of the employee's service to the district in their present assignment.
- 8.13.9.2 The need or potential need of the district for this knowledge and/or skill on the part of the applicant after the return from leave.

- 8.13.9.3 The potential impact and benefit of this knowledge and/or skill upon the total district program or staff.
- 8.13.9.4 The relative merits of the reason for desiring the leave for study.
- 8.13.9.5 The appropriateness of the study to the applicant's future service and potential benefit to the district.
- 8.13.9.6 The history of previous leaves.
- 8.13.9.7 Priority of selection will be given to applicants who have not had a Sabbatical Leave granted by the district.

8.13.10 **Approval of Leave**

Prior to May in any given year, the Board of Trustees shall determine whether or not Sabbatical Leaves are to be funded for the following year. If Sabbatical Leaves are to be approved, then, the Board of Trustees may approve or deny the specific applications after receiving the recommendations of the Superintendent.

8.13.11 **Compensation**

Compensation for employees on Sabbatical Leave shall be not more than 3/4 of the salary which the employee would have received had he/she remained in active service, nor less than the difference between the prospective salary of the employee and that paid to the substitute employee employed in the position that is vacated by the leave.

8.13.11.1 The employee while on leave will receive the same level of health and welfare benefits that he/she would have been entitled to if on active service.

8.13.11.2 The employee while on leave shall not accept gainful employment without prior written approval of the Superintendent. Accepting employment without such approval shall violate the provisions of the Sabbatical Leave contract.

8.13.12 The compensation while on leave will be paid in the same manner as if the employee were on duty in the district upon the furnishing by the employee of a Sabbatical Leave of absence agreement and suitable indemnification bond. The bond shall indemnify the district against losses in the event the employee fails to render two years of service to the Walnut Valley Unified School District after returning from leave of absence or should the employee fail to fulfill the Sabbatical Leave provisions.

Such bonds shall be exonerated and the agreement fulfilled in the event that the failure of such employee to return and render such two years of service is caused by death or incapacitating physical or mental disability of the employee. This district for good cause, may exonerate the bond in the event of a resignation by the employee during or at the completion of the sabbatical or any time within the two years after return to the district.

8.13.12.1 In the event the employee does not wish to furnish a bond as described in the preceding paragraph, the compensation shall be paid



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in two equal installments during the first two years of service rendered in the employment of the district following the return of the employee from said leave of absence, one-half of the total compensation will be paid at the end of the first year after the return. The second installment shall be paid at the end of the second year after the return of the employee from leave. No leaves of absence, with or without pay, will be granted at the conclusion of the Sabbatical Leave unless the bond specified above is extended to include a period of service two years beyond the expiration of the leave.

- 8.13.13 Sabbatical Leave time shall be counted toward retirement and annuity contributions shall be collected.
- 8.13.14 Within ninety (90) days after the resumption of service, the employee, who has been on Sabbatical Leave, shall file with the Sabbatical Leave committee a comprehensive report certifying the successfulness of the terms and conditions from which the leave was granted. This comprehensive report shall include:
- 8.13.14.1 Official transcripts of all completed coursework and/or degrees earned and a copy of all pertinent materials developed during the leave.
- 8.13.14.2 Recommendations of how the Sabbatical Leave results may be shared with staff and/or students.
- 8.13.14.3 Failure to satisfactorily provide this report shall constitute a failure of leave conditions and shall result in forfeit of all leave compensation. That determination shall be made by the Superintendent, after receiving recommendation from the Sabbatical Leave Committee. The employee may resubmit the report to the committee which will forward it to the Superintendent with a recommendation. Should the Superintendent reject the second report, the employee may appeal to the Board whose decision will be final.
- 8.13.15 Interruption of program of study or research caused by a serious incapacitating accident or illness during the Sabbatical Leave shall not prejudice the employee's fulfillment of the conditions under which the leave was granted. Nor shall such interruption affect the amount of compensation to be paid to the employee under the terms of the leave. However, the preceding conditions shall only exist if the Superintendent receives evidence which is satisfactory to him/her demonstrating the nature and severity of the incapacitation. That evidence shall be presented in person or sent by registered letter within ten days of such accident or onset of illness. If unusual circumstances exist, such evidence will be presented at the earliest possible date.
- 8.13.16 At the expiration of the Sabbatical Leave, the employee shall be assigned to a position equivalent to the one held prior to the leave. If the position is not available, then the district policies and procedures for transfer and assignment shall apply. Sabbatical Leave service shall count as a service period for longevity purposes.
- 8.13.16.1 The employee shall receive service increments, salary reclassifications and any of the benefits to which such employee would have been entitled had he/she continued on active service. (Excluding extra compensation of any type.)

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**ARTICLE 9: EMPLOYEE/PUPIL RATIOS AND CLASS SIZE**

- 9.1 The Board will strive to keep individual as well as average class sizes at a level that promotes the educational program as dictated by the financial conditions of the district, the building facilities available, the availability of qualified teachers, changes in enrollment and attendance or other valid reasons.
- 9.2 Consistent with this the district is committed to maintaining an overall teacher-student ratio of 1:27.4, plus or minus .4, these ratios to be implemented at the time of filing the October enrollment report and the second period report for the year.
- 9.3 The Board shall not be hindered in its flexibility in utilizing instructional groupings different from the historically standard classroom, e.g., large group instruction, cooperative teaching teams, etc.
- 9.4 In the high schools and middle schools when it becomes necessary to assign more than forty (40) students to any single class session with one teacher, the responsible administrator shall meet with that teacher and a representative of the Association to consider alternatives. The administrator shall consider the following criteria when making his/her decision.
- 9.4.1 The educational well being of the student.
- 9.4.2 The availability and size of similar classes.
- 9.4.3 The availability of qualified or experienced teachers to teach the class.
- Exceptions to this provision shall be for classes which require large numbers such as band, drill team, chorus, athletics, etc., or classes as part of a pilot program.
- 9.4.4 It is agreed that the class sizes in physical education in grades 6 through 12 be increased so that they average 47 students per class and will not exceed 50 students in any one class. This will be reviewed as a part of ongoing negotiations for 2005-06.
- 9.5 In secondary schools, the administrator-in-charge, when requested after the fifth week of each semester, shall provide the organization with a certificated staff utilization summary including the allocated number of certificated staffing units.
- 9.6 The District will abide by class size limitations established under the Education Code.
- 9.7 In elementary schools after the third week of school when a 4th or 5th grade class enrollment exceeds 35 students, one hour per day of instructional aide assistance shall be offered to the teacher. That will be increased in one half-hour increments for each additional student. Similar assistance shall be offered when the enrollment in a combination class, (K-1, 1-2, 2-3, 3-4) in the primary grades, exceeds 31 students or when a 4-5 combination exceeds 33.

In extraordinary circumstances, and subject to review under the provisions of Article 6, exceptions to the above provisions may be made by the District.

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## **ARTICLE 10: COMPENSATION - SALARY SCHEDULES**

### **10.1 Salary Schedule**

Provisions related to the Certificated Salary Schedule for employees covered by the Agreement are contained in Appendix A which includes the latest Board adopted and Walnut Valley Educators Association ratified Salary Schedule and agreements.

10.1.1 The Certificated Salary Schedule effective July 1, 2005, shall remain in full force and effect through August 31, 2006.

10.1.2 A 4.0% salary increase will be retroactively applied to the certificated salary schedule effective July 1, 2005. An additional 1.0% salary increase will be added to the certificated bargaining unit salary schedule effective February 1, 2006.

10.1.2.1 Speech Therapist (Bargaining Unit Members) employed with the Walnut Valley Unified School District will receive an additional 5% factor to their regular school year salary effective July 1, 2005.

### **10.2 General Provisions**

10.2.1 A copy of these salary provisions shall be given to each employee who enters service.

10.2.2 It is the employee's responsibility to verify that he or she is properly placed on the salary schedule. The Human Resources will provide assistance in making that verification.

10.2.2.1 If it is later determined that the employee has been improperly placed, and, as a result, underpaid, the district will reimburse the employee for lost salary for up to two school years prior to the school year in which the error is determined.

10.2.2.2 In case of over payment, the district will recover the amount necessary to comply with the appropriate statutes. Prior to collection of the funds, the district will notify the employee of the over payment and will attempt to work with the employee to develop a repayment schedule which will approximate the length of time that the over payment took place provided that full restitution is made before the employee terminates his/her service.

10.2.3 There shall be no payment of salary in any form to the employee for services requiring a credential prior to the date shown on a valid credential authorizing those services.

### **10.3 Prior Experience At Time Of Employment**

10.3.1 Persons employed for the first time in a full-time position after August 1, 1991, shall be placed on the salary schedule in accordance with the following provisions:

10.3.1.1 Experience shall be defined as complete years (as described in 10.4.2 of this article) which an employee has completed in an accredited public or private school during the past thirteen (13) years. To be

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given credit for private school experience, a person must have met the requirements for the appropriate California credential for each year of experience being credited and the experience must have occurred within the past fifteen (15) years.

10.3.1.2 A maximum of eleven (11) years shall be recognized.

10.3.1.3 NOTE: As described in 10.4.2 of this article, "one (1) year of service is defined as regular full-time service with the Walnut Valley Unified School District for not less than 75% of the days of the regular employee work year and in no event less than one hundred thirty-eight (138) days."

10.3.1.4 The Superintendent may evaluate and recommend the recognition of other experience for initial placement on the salary schedule. The Board's decision will be final.

10.3.1.5 Experience must be verified in writing by a former employer to be used for salary placement.

#### 10.4 **Service Credit**

Advancement through the steps of the salary schedule shall be in accordance with the following:

10.4.1 Advancement within the schedule shall be considered a professional promotion. An employee receiving an unsatisfactory evaluation during the preceding school year may be denied advancement on the schedule.

Advancement reflects the recommendation of the supervising administrator and is subject to review by the Assistant Superintendent, Human Resources, the Superintendent, and the Board of Trustees.

10.4.2 One (1) year of service is defined as regular full-time service with the Walnut Valley Unified School District for not less than 75 % of the days of the regular employee work year and in no event less than one hundred thirty-eight (138) days, or:

10.4.2.1 Regular part-time service with the Walnut Valley Unified School District, which may be accumulated for a maximum of four (4) consecutive years. The total of the accumulated time must meet the 75% requirement for advancement, or

10.4.2.2 Regular part-time service with the District such that the product of the fraction of the full-year worked and the fraction of the full assignment worked during the year equals .75 or more.

10.4.3 Employees shall advance on the salary schedule one step for each year of service as defined above, subject to the provisions of this article, occupying each step in succession until the maximum step of the column is reached or until the employee qualifies and is approved for a higher column. Upon reaching the maximum of a column, the employee shall remain on that step until qualified and approved for a higher column, which permits more service credit.

10.4.4 An employee who enters military service shall be given experience credit on the schedule as outlined in Education Code Section 44800. “Within six (6) months after such employee honorably leaves such service or has been placed on inactive duty he/she shall, subject to the provisions of this section, be entitled to return to the position held by him/her at the time of his/her entrance into such service, at the salary to which he/she would have been entitled had he/she not absented himself/herself from the service of the school district under this section.”

10.4.5 Time spent on Sabbatical Leave is equivalent to time serviced in the district.

10.4.6 **Longevity Salary Increases**

10.4.6.1 A longevity salary increase equal to the annual increment paid on the salary schedule, may be granted to an employee in Column V or VI who meet the following qualifications:

10.4.6.2 Seventeen (17) years of service in this district: or

10.4.6.3 Three (3) years of service after the initial year of service on Step 14 of the salary schedule.

10.4.6.4 Continued successful performance of the employee.

10.4.6.5 Another such service increment may be granted after each subsequent three-year period to the extent of the current salary schedule.

10.4.6.6 Three (3) years of service must be spent on steps 18, 21 and 24 before the employee may advance to the succeeding step on the salary schedule.

10.5 **Academic Training at Time of Employment**

10.5.1 Initial placement on the salary schedule shall be determined from official transcripts from an accredited four-year college or university submitted to the Human Resources Office by the new employee.

10.5.2 In cases where courses applicable to a graduate degree are completed prior to completion of and not included in the granting of a Bachelor’s Degree, such courses may be considered for salary placement as having been completed subsequent to the granting of the Bachelor’s Degree, if proper notation is made on official transcripts.

10.6 **Academic Training After Employment (College or University Coursework)**

10.6.1 Professional staff will be encouraged to continue to gain additional knowledge and skills that are directly related to their respective positions and responsibilities. To insure that college coursework taken for salary credit is appropriate for the employee’s assignment, all such coursework shall be reviewed in advance by the immediate supervisor and submitted to the Assistant Superintendent, Human Resources, for approval. The purpose of such a review and approval shall be to assist certificated employees to plan units of study that will improve the educational program of the district. That improvement, is defined to include studies concerning current or proposed subject matter content areas, method of student learning, assessment, prescription and

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motivation, provided that such study is related to the current or expected assignment of the staff member. It is assumed that the majority of such coursework will be upper division, graduate college or university classes; however, lower division or community college work is permitted under the intent of this article.

10.6.2 Prior to enrolling in a course taken under these provisions, the staff member will complete a prescribed form that will be signed by the site administrator and forwarded to the Human Resources Office for final approval.

10.6.2.1 Necessary regulations will be developed by the district to implement this section as well as to provide for a method of appeal by the employee. Such appeal to be reviewed by a panel of appropriate teachers and administrators. The number of teachers on the panel shall equal the number of administrators. The decision of the panel shall be final.

10.6.2.2 Coursework recognized for salary schedule purposes is completed after the granting of a Bachelor's Degree.

10.6.2.3 Post graduate units shall be semester units earned in courses of studies taken at an accredited institution as listed in the current U.S. Health, Education and Welfare Publication, Part 3. - Higher Education. This graduate work is required to be within, or closely related to the field of education or subjects commonly taught in public schools. A semester unit is presumed to include sixteen (16) hours of formal class time plus appropriate out of class time or laboratory work. Units for classes organized other than on a semester basis or that require fewer hours of participation shall be adjusted to a semester unit based upon the proportionate class time. A quarter unit is two thirds (2/3) of a semester unit.

10.6.2.4 Units recognized under this article shall not include units earned during the hours when employees are being regularly compensated by the district or when attending institutes, or in-service training at district expense, except District in-service activities as provided in Section 6.3.

## 10.7 **Master's Degree Equivalency**

10.7.1 For placement in salary Classification V in those cases where the employee has sixty (60) units or more of postgraduate study and does not possess an advanced degree, it will be necessary for the employee to have at least thirty-six (36) of the completed units to be interrelated. Such relationship should evidence a mastery of some field of elementary or secondary education. That mastery might include the study of elementary or secondary education or of a subject matter included therein, or of a combination of methods and related subject matter. It is intended that this will provide a substitute for the degree of Master.

10.7.2 This substitute is not intended to diminish the quality of studies necessary for the Master's Degree nor the desirability for obtaining such a degree and the further professional growth that is implied. It is intended to eliminate the formal requirement for the degree when it is not of advantage to the educational program of the district. Evaluation of the inter-relationship and the content of the units to be substituted shall be made so as not to discourage employees

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from seeking advanced degrees. Such evaluations shall be made in accordance with procedures that will be established by the district.

- 10.7.3 Postgraduate units of study, which may be counted, shall not be limited to sixty (60) units for those employees who have been awarded earned advanced degrees by accredited colleges or universities. An advanced degree means a degree of Master or Doctor. The number of acceptable postgraduate units completed by employees holding advanced degrees shall be subject to evaluation in a manner similar to those employees not holding such degrees. Postgraduate courses of study required by the college or university as a prerequisite to granting the advanced degree shall be considered as acceptable units.

#### 10.8 **Doctoral and National Certification Factor**

Any unit member who qualifies for placement on Column V or VI may also qualify for a two percent (2%) factor or a minimum of \$1,200 per year by obtaining an earned doctorate in any area of education or directly related from an accredited institution or by becoming Nationally Board Certified. This factor shall be applied in accordance with Section 10.7.1 below.

#### 10.9 **Participation in District In-Service Activities**

- 10.9.1 The Walnut Valley Unified School District will conduct in-service training for staff members as well as encourage them to participate in post-graduate work offered by colleges and universities.
- 10.9.2 Employees attending a district sponsored in-service workshop outside of school hours may receive unit credit to be used for salary classification advancement.
- 10.9.3 An in-service workshop under this section shall be defined as a workshop devoted to broadening or extending the employees' knowledge beyond that required to keep him/her current in his/her teaching assignment or that knowledge which is required to conduct his/her class.
- 10.9.4 The amount of hours of attendance at the workshop for one salary unit shall be sixteen (16) hours or less if determined by the Assistant Superintendent, Human Resources.
- 10.9.5 Not more than two salary units during the school year shall be acquired through participation or attendance at district sponsored in-service work-shops; nor more than three units for those in-service activities conducted during the summer unless such a proposal has the prior approval of the Superintendent.
- 10.9.6 A committee composed of employees and other certificated personnel may be established to determine the nature and the schedule of in-service workshops. This committee shall also determine the amount of time to be credited for leader and participants of each workshop conducted.
- 10.9.7 Additional credit each year may be granted for leadership of district in service workshops.
- 10.9.8 A list of such workshops shall be approved by the Governing Board.

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## 10.10 **Acceptance of Adult Education Courses**

- 10.10.1 Adult education classes may be accepted for salary schedule advancement under the provisions of this article.
- 10.10.2 Such coursework shall be conducted by this district or by other districts with which an agreement has been reached.
- 10.10.3 Other appropriate provisions regarding number of hours, prior approval and acceptance of work shall apply to adult education courses.

## 10.11 **Salary Redesignation**

- 10.11.1 In order to advance on the salary schedule, employees must submit verification of completed coursework and request for salary schedule advancement prior to August 1<sup>st</sup>, October 1<sup>st</sup> or March 1<sup>st</sup>. Upon approval, the effective date of the salary reclassification shall be August 1<sup>st</sup>, October 1<sup>st</sup>, and March 1<sup>st</sup>. The salary increase for additional coursework will be reflected on the October 1<sup>st</sup> warrant (September 1<sup>st</sup> for 11 month employees) for the August due date, on the November 1<sup>st</sup> warrant for the October 1<sup>st</sup> due date, and on the April 1<sup>st</sup> warrant for the March 1<sup>st</sup> due date.
- 10.11.2 A grade of "C" or higher must be obtained if coursework is to be recognized for salary reclassification.
- 10.11.3 Upon reclassification, the employee's placement within the salary schedule shall be made on the corresponding step within the higher classification and then he/she shall be allowed an earned increment.
- 10.11.4 Any number of units completed during the summer sessions are acceptable. A maximum of twelve (12) units completed during an academic year will be accepted, not to exceed six (6) units in any one semester. Units taken in excess of this amount will not be accepted for salary increases unless approved by the District prior to enrollment in the class.
- 10.11.5 All college classes taken during the employee's regularly assigned hours of services, as established by the Board, must be approved by the Superintendent or his designee.

## 10.12 **Compensation for Extra-Pay Assignments - See Appendix B**

- 10.12.1 An extra-pay assignment is defined as one, which is usually voluntary, calls for added time and responsibilities and is supplementary to the normal contractual requirements of a regular certificated assignment during the regular school year.
- 10.12.2 When employees covered by this agreement accept such assignments, they shall be compensated additionally for those assignments when they involve time and responsibilities beyond the time and obligations of the regular on-site workday as specified in Article V, but shall not be compensated additionally to the extent such assignments are included as part of the assignment responsibility within the regular workday.
- 10.12.3 Compensation for such assignments shall be based upon the compensation point total for each such assignment as determined by the district's criterion system for extra pay assignments and attached as Appendix B.



- 10.12.4 For those high school extra-curricular activities intended as profit-making events conducted by student government or authorized student organizations, employees will not be required to supervise such events without compensation.
- 10.12.5 Determination of events to be supervised, the number and type of supervisors, the level of payments for such assignments, the selection of personnel, shall be made by the administrator who has overall responsibility for conducting the activity.
- 10.12.6 All school assigned extra-curricular activities occurring at the elementary, middle, secondary, and alternative education levels that require a certificated staff member shall be compensated at the established event supervision rate. The event time period for payment purposes shall be based on an established average time for each event. The unit member shall be responsible for the average time for each event. Such activities shall not include those described in Sections 4.5 and 4.6 of this Agreement. There shall also be a separate instructional rate as provided for in Section 10.7.6.7 below.
  - 10.12.6.1 The hours attributed to the 2000-01 established hourly event time period shall be provided in subsequent years, subject to review and revision by the parties based on mutual consent.
  - 10.12.6.2 Class advisors at the secondary level shall be compensated at a Category X [A(1-4)], or the entry level of the Extra Pay Assignment Salary Schedule, based on the following:
 

Senior Class Advisor	100% of X [A(1-4)]
Junior Class Advisor	75% of X [A(1-4)]
Frosh/Soph Class Advisor	50% of X [A(1-4)]
  - 10.12.6.3 Certificated unit members assigned to substitute during their preparation period shall be compensated at the established event supervision rate for one hour.
  - 10.12.6.4 Administrators shall first solicit certificated unit member volunteers for all extra duties referred to in Section 10.7.3 above. For those duties that remain unstaffed, the site administrator shall then assign a teacher or qualified staff member to cover that duty.
  - 10.12.6.5 Certificated unit members who are assigned or volunteer to perform a duty may seek out a qualified certificated replacement to fulfill their duty, but they shall retain the responsibility to ensure that the duty is performed. A minimum of one (1) day advance written notice shall be provided to the site administrator by the unit member originally assigned the duty to ensure proper coverage and payment, if applicable.
  - 10.12.6.6 Starting in 2002, the established hourly event supervision rate (initially established as \$27.00) shall continue to be increased by an amount equal to that given to the certificated salary schedule. Extra duties that may be performed at this rate include:
    - Approved after school pupil supervision
    - Period substitution
    - Saturday work program for students
    - After school detention assigned by the Principal

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- 10.12.6.7 Starting in 2002, the established hourly instructional rate (initially established as \$34.00) shall continue to be increased by an amount equal to that given to the certificated salary schedule. Extra duty that may be performed at this rate include:
- Approved after school instruction
  - Adult education
  - Home teaching

### 10.13 **Special Assignments Salary Schedule**

- 10.13.1 Employees appointed to and accepting certain special assignments during the regular school year, which require service and responsibility beyond that of a full-time classroom teacher's responsibility, will be paid according to the Special Assignments Salary Schedule attached as Appendix B.

### 10.14 **Shared Contract Provisions**

- 10.14.1 The Shared Contract Program is a plan whereby two (2) teachers share the responsibilities and the contract of employment of one (1) identifiable full-time position.
- 10.14.2 Participants must be permanent teachers with appropriate credential(s) willing to provide a written commitment to serve a minimum of one (1) year in the shared position.
- 10.14.3 Teachers shall submit a Shared Contract Agreement Form to their immediate administrator and the principal indicating the names of the participants, position affected, and department affected, the proposed sharing schedule and the potential benefit to the District. Mutual agreement between the two (2) teachers, the immediate administrator, the principal and the Assistant Superintendent, Human Resources, is required before the plan can be implemented. Proposals submitted by teachers shall include:
- 10.14.3.1 How they will share the position.
  - 10.14.3.2 Verification that their classroom philosophy is mutually acceptable and consistent.
  - 10.14.3.3 Assurance that curricular and instructional strengths will be used to the best advantage for their students.
  - 10.14.3.4 A specific plan, which outlines tasks, schedules, curricular program, report cards, conferences, testing, etc.
  - 10.14.3.5 A detailed plan for establishing communications with each other, students, staff and parents.
- 10.14.4 Shared contracts shall be written for one (1) year only. Both parties in a shared contract shall agree to the contract each year for one (1) full year to maintain the contract.
- 10.14.5 Salary will be a prorated share at the appropriate column and step of the salary schedule a teacher would have earned if the teacher had not elected to exercise the option of part-time employment. Contributions to the appropriate retirement system will be based upon the prorated salary actually earned by the participants.

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- 10.14.6 Teachers approved for a shared contract must request a leave of absence for the portion of their contract that equates to the percent needed to complete their full-time contracts. Teachers on a shared contract must reapply each year.
- 10.14.7 Each teacher sharing a contract will receive district-paid benefits.
- 10.14.7.1 Teachers on a shared contract shall receive a proportionate amount of Health and Welfare Benefits (i.e., medical, dental, vision and life insurance) in accordance with the following formula:
- (Percentage of contract worked) X (Benefit Package Selected) = District Contribution.
- 10.14.7.2 Any balance due to cover the selected Health and Welfare Benefit Package shall be paid by the teacher through payroll deduction.
- 10.14.8 Both teachers will be required to attend staff meetings on the days they are teaching, all Pupil/Pupil Free Days, start of school pre-service planning days, PQR/WASC Accreditation meetings, Back-to-School Night, and Open House unless prior approval is received from the principal.
- 10.14.9 Both teachers shall attend the first five (5) days of student instruction and the last five (5) days of student instruction. Teachers on a shared contract may trade days with the permission of their immediate administrator but are responsible for keeping track of these adjustments. The district is not responsible for tracking or compensating for lost traded days.
- 10.14.10 If a teacher on shared contract is absent, the teaching partner may substitute for the absent teacher in a regular substitute status at the regular substitute rate. This will require that the teaching partner be an authorized substitute in advance. It does not necessitate that either party agree to substitute at any other time; however, they may do so if they choose.
- 10.14.11 A shared contract can be terminated by the District upon showing that the termination is in the best educational interest. The contract-sharing participants affected shall be given a written statement of the reason(s) for the termination. Upon termination of the contract sharing, teachers affected shall be offered full-time positions in an equivalent position. Failure to accept a full-time position shall be considered resignation.
- 10.14.12 If one of the participants in the Shared Contract Program should resign, change leave status, or return to full-time employment, the position being vacated shall be filled by the remaining teacher if they so request for the remainder of the year.
- 10.14.13 At the completion of the contract-sharing assignment, a request to be reinstated as a full-time teacher will be handled as a voluntary teacher initiated transfer resulting in a return to the most appropriate opening available.
- 10.14.14 Revisions or termination of the Shared Contract Program will not modify the status of existing agreements for the balance of the existing school year. Any extension of a shared contract is subject to any revisions.
- 10.14.15 **Attendance Incentive**

When developing the substitute teacher budget, the district will allocate nine (9)

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days of illness absence for each teacher projected in September to be employed for the entire school year.

10.14.16 At the end of the school year, all unused money in this portion of the substitute teacher budget (less the clerk time amount indicated in 10.11.2.1 below) shall be allocated toward an attendance incentive fund. At the end of the year each teacher who has been absent five or less days due to illness (proportionately less if employed less than the full year) will share in this fund. Each day of unused Sick Leave of each eligible member will comprise one share of the fund. Each eligible participant will receive one share for each day of unused Sick Leave that they have remaining from the year. Participating unit members will receive a supplemental payment or their share of the incentive fund some time after July 1 and before September 1.

10.14.16.1 When determining the amount of funds remaining in the fund, the district shall deduct the equivalent of the average salary and benefits for a quarter time clerk to provide for the record keeping and payroll processing for his/her program.

10.14.17 The effectiveness of the absence incentive program will be reviewed annually with its continuation to be mutually agreed upon prior to August 30 of each year.

## **ARTICLE 11: FRINGE BENEFITS**

11.1 The District is committed to providing Health and Welfare Benefits (fringe benefits) for each eligible full-time employee and his/her eligible dependents, including medical, dental, vision and life insurance protection. The District and Association agree to define eligible dependents as spouses, children up to their twenty-first (21st) birthday or until their twenty-third (23rd) birthday, if they maintain full-time student status (defined as 12 semester units or the equivalent in an accredited institution). In addition, over-age dependents with qualifying disabilities, are eligible for continuation of coverage, when a doctor's certification is provided. Less than full-time employees shall receive fringe benefits proportionate to their part-time status.

### **11.2 Cost Containment Participation**

In recognition of the anticipated increases to employee fringe benefits, WVEA agrees to study with the District, through the Insurance Committee comprised of representatives from all employee groups, and pursue opportunities to contain future costs of benefits, while maintaining benefits as best as possible. Options may include but are not limited to revisions of current benefit offerings and plan design, moving to a larger pool of employees, and monitoring closely plan utilization and wellness programs designed to reduce claims.

11.2.1 Employees employed for the first time for the 1994/95 fiscal year will have the option of selecting from one of the District's medical plans. If the employee selects a program other than the Kaiser medical plan, then the District will contribute up to the cost of the Kaiser family premium toward the cost of the program selected.

11.2.2 Effective October 1, 1996 for employees employed before June 30, 1994, covered by paragraph 11.1.1 who are not participating in Kaiser family medical insurance and the premium for his/her total medical coverage exceeds the cost of the Kaiser family coverage, the District will pay 50% of the difference between the Kaiser family rate and the premium required for any other available plan.

11.2.3 The Blue Shield Preferred Provider Option (PPO) would not be immediately available to new teachers hired after May 1, 2006 who have not previously participated in the District medical plan(s). Once tenured, these teachers may opt to be included in the PPO plan at subsequent open enrollment periods.

11.3 Employees working less than full-time, but at least half-time, will have a proportionate amount (same proportion as their working time to full-time) contributed to the medical insurance premium under the same conditions applicable to full-time employees.

11.3.1 The less-than-full-time employees will be personally responsible for payment of the difference between the amount contributed by the Board and the premium and may authorize a salary warrant deduction for the purpose of paying that portion of the premium for which the employees are responsible.

11.4 For employees working three-fourths time or more, the District will provide the agreed upon dental insurance for the employee and their eligible dependents.

11.5 For employees working three-fourths time or more, the District will provide the agreed upon vision insurance program for the employee and their eligible dependents.

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11.6 If a member of the bargaining unit is able to provide proof of other medical insurance, then he/she may receive, in lieu of that selection, an amount of cash equal to the annual Kaiser single party contribution in effect for 2006 (\$3,370 per year). This will be paid tenthly, October through July and prorated for those employees employed for less than the entire year.

11.7 **Spouse of Bargaining Unit Member**

If the cost of the program selected by the district employed couple is greater than the cost of the Kaiser Family Premium, the District will pay 50% of the difference between the cost of the Kaiser Family Plan and the premium for the selected program. The other 50% of the difference will be deducted from the bargaining unit member currently enrolled in medical insurance benefits. The dependent spouse will retain his or her pro-rata cash-in-lieu benefits. The spouse will pay 50% between the difference in their selected coverage and the Kaiser family rate. If that difference exceeds the dependent spouse's cash-in-lieu benefit, the married couple would not have to contribute beyond the cash-in-lieu amount.

This language meets the IRS recommended guidelines.

<u>Example</u>	<u>1996/97</u>	<u>Theoretical</u>
Blue Shield PPO Family Rate 1996-97 tenthly:	\$549.98	\$900.00
Minus the Kaiser Family Rate 1996-97 tenthly:	<u>-\$489.29</u>	<u>-\$500.00</u>
Difference:	\$ 60.70	\$400.00
District will pay 50% of this difference	\$30.35	\$200.00
Enrolled employee will pay the other 50%	<u>\$30.35</u>	<u>\$200.00</u>
Total Difference:	\$60.70	\$400.00
Enrolled employee will get a district paid medical benefit of:	\$489.29	\$727.10
Enrolled employee will take a deduction of 50% of difference:	\$ 30.35	\$ 86.45
50% of difference paid by District:	<u>\$ 30.35</u>	<u>\$ 86.45</u>
Blue Shield PPO Family Rate:	\$549.98	\$900.00
Dependent spouse will take cash-in-lieu of medical benefits pro-rated to correspond with the number of hours working (at least 50%, up to 100%).	\$172.90	Cash-in-lieu 100% rate for 1996-97 tenthly.
Annual cash benefit for a full-time employee:	\$1,729.00	\$1,729.00
Annual enrolled employee contribution:	<u>\$ 303.50</u>	<u>\$1,729.00</u> (owe \$2,000)
Net family benefit:	\$1,425.50	0 (Difference paid by District.)

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## 11.8 **Insurance Committee**

11.8.1 The District and Association agree to participate in an insurance committee, which shall be established for the following purposes:

11.8.1.1 Provide an avenue for discussing the District's current fringe benefits program, as well as evaluate the benefits associated with new programs for the purpose of making recommendations for implementation.

11.8.1.2 Serve as an Advisory Committee for the purpose of providing information, in a collaborative style, to the negotiating bodies and the general membership of the employee organizations.

11.8.1.3 Work to preserve an affordable level of fringe benefits through cost-containing efforts, including regular plan design review of co-payments and deductibles, as well as utilization review, to ensure maximum efficiency.

11.9 The parties agree to increase the district paid life insurance benefit for the Certificated Bargaining Unit to \$35,000.

**ARTICLE 12: CONCERTED ACTIVITIES**

- 12.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, job-action, picketing or refusal or failure to fulfill and perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement including compliance with the request of other labor organizations to engage in such activity.
- 12.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Article and to make every effort toward inducing all employees to do so. In the event of strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, and upon written request from the District, the Association agrees to take the following steps to cause those employees to cease such action: a) notify this district in writing that such acts have not been called nor are they sanctioned by this Association; b) notify in writing all of its members that such acts are not directed nor authorized by the Association and are in violation of the Agreement, and c) instruct its members to cease such actions.
- 12.3 It is agreed and understood that there shall be no lock-out of Association members by the District or its agents, which will impede Association members from performing their teaching and other contractual duties.
- 12.4 It is understood that in the event this Article is violated by the Association, its officers or agents, the Board shall be entitled to withdraw any rights, privileges or services provided to the Association in this Agreement.



**ARTICLE 13: SAVINGS PROVISION**

- 13.1 If any provisions of this 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. In such an event, items affected by the decision of such a court would then be open to renegotiation at the instigation of either party.

**ARTICLE 14: CONCLUSIVENESS OF AGREEMENT**

- 14.1 During the term of this Agreement, both parties expressly waive and relinquish the right to meet and negotiate, except by mutual consent of both parties, with respect to any provisions covered by this Agreement. However, except as provided for in Section 2.3 of Article II, Retained Rights, the District and the Association recognize their mutual obligation to meet and negotiate on any mandatory subject of bargaining prior to any action that will represent a substantial change in working conditions of employees as specified Government Code 3543.2. (Scope of Representation)

## **ARTICLE 15: TRANSFER**

15.1 **Transfer** is defined as movement of a unit member from a school or district department to another school or district department.

### 15.2 **Employee Initiated Transfers**

15.2.1 A voluntary transfer is one that is initiated at the request of the unit member.

#### 15.2.2 **Procedures**

15.2.2.1 Request for transfer may be made on the appropriate district form at any time. Requests submitted for the following school year will be retained through November of the school year following its submission. The requests need not pass through the immediate supervisor's hands.

15.2.2.2 Employees who meet all the requirements for a position will have an equal opportunity to be considered by the personnel responsible for making the selection.

15.2.2.3 Request for transfer may be withdrawn prior to the unit member's acceptance of the position.

15.2.2.4 A member whose transfer request is denied may request a written explanation from the administrator who is responsible for the decision. Request for such an explanation must be made within ten (10) days following the member's receipt of the decision. The responsible administrator will respond within ten (10) working days of the request for written explanation.

15.2.2.5 The filing of a Request for Transfer shall be without prejudice to the unit member and shall not jeopardize his/her present assignment.

#### 15.2.3 **Criteria**

The following criteria shall be utilized considering the request of an employee to transfer. They are not listed in priority order.

15.2.3.1 Employee Certification Authorization.

15.2.3.2 The qualifications of the staff member compared to outside candidates, both for positions to be vacated and for positions to be filled. Should the qualifications of the staff member be equal to those of outside applicants, then the employee shall be given preference.

15.2.3.3 The needs of the District regarding the establishment of staff diversity at each site.

15.2.3.4 The special requirements for vacancy as shown on the job announcement.

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- 15.2.3.5 When other factors are equal, the employee with the most district-wide seniority shall be given preference unless there will be a detrimental effect upon the educational program of the school or district.

### 15.3 **Employer Initiated Transfer**

15.3.1 An involuntary transfer is one that is initiated by the District

15.3.2 Unit members shall not be transferred arbitrarily, capriciously or without a rational basis in fact.

#### 15.3.3 **Reasons for involuntary transfers:**

15.3.3.1 Placement of personnel returning from leaves.

15.3.3.2 Fluctuations in enrollment.

15.3.3.3 Elimination or reduction of special programs or special classes, e.g. Basic Skills, Special Education, specific content areas.

15.3.3.4 Performance renewal.

15.3.3.4.1 The district may involuntarily transfer a unit member in order to improve his/her performance. The district shall follow the procedures outlined in Article VII, Evaluation, with specific deficiencies identified during the school year prior to the year of evaluation and notice given to the unit member in the evaluation report required under Article VII, Section 7.1.7, the year prior to making the transfer. Involuntary transfers for this reason shall be limited to no more than once in each three-year period.

15.3.3.5 To meet clearly identifiable instructional or programmatic needs of the district or schools, which cannot be effectively met with the existing staff or department.

15.3.3.6 Bargaining unit members may be involuntarily transferred when, in the opinion of the Superintendent, it is necessary to remedy an extraordinary situation.

#### 15.3.4 **Criteria**

15.3.4.1 Employee Certification Authorization.

15.3.4.2 The needs of the District regarding the establishment of staff diversity at each site.

15.3.4.3 The administration shall request and consider qualified volunteers before invoking an involuntary transfer.

15.3.4.4 Bargaining unit members with the least District-wide seniority will be considered first for involuntary transfer unless the co-curricular or educational needs of the district cannot be efficiently met by following that practice.

### 15.3.5 **Procedures**

- 15.3.5.1 When transfers are necessitated due to 15.3.3.1, 15.3.3.2, 15.3.3.3 and/or 15.3.3.5, qualified volunteers from the staff of involved schools will be solicited prior to making involuntary transfers.
- 15.3.5.2 Unit members being involuntarily transferred shall be considered for any existing vacancies and may indicate a preference.
- 15.3.5.3 Members shall be provided with an opportunity to conference with the deciding administrator before the transfer decision is finalized.
- 15.3.5.4 Unless an emergency condition exists, employees transferred during the school year will have a minimum of two days of released time to prepare for the change. Employees transferred during the school year under emergency conditions will receive this released time as soon as the emergency condition is alleviated.
- 15.3.5.5 Bargaining unit members involuntarily transferred after July 1 shall be compensated at their daily rate for two days of preparation time.
- 15.3.5.6 The District shall provide employees who have been transferred with assistance in moving the employee's materials.
- 15.3.5.7 An involuntary transfer shall not result in a loss of contractual salary or fringe benefits.

### 15.4 **Posting of Vacancies**

- 15.4.1 By June 1, Human Resources will publish and post in a conspicuous place a list of known classroom and other vacancies that exist in the district for the ensuing year. That list will be updated on a regular basis, as other vacancies become known.
  - 15.4.1.1 Posting of openings shall indicate the grade levels or subjects to be taught and a statement of qualifications and duties required.
- 15.4.2 The deadline for application shall not be less than five (5) school days after the posting except for positions occurring during the summer, in which the deadlines shall be ten (10) working days.
- 15.4.3 Members wishing to receive notices of vacancies during the summer, shall have the announcements mailed to them if they leave with the Human Resources Office a sufficient supply of self-addressed stamped envelopes.
- 15.4.4 If a unit member has applied for transfer and a position becomes available during the school year, the district shall make a good faith attempt to notify the member that a position is available.

## **ARTICLE 16: RETIREMENT RECOGNITION**

16.1 The District shall contribute toward the health insurance premium of an employee who retires at the age of 55. To be eligible, the retiree must have at least 20 years of service that is recognized by the State Teacher's Retirement System. Fifteen (15) years of this service must have been to the Walnut Valley Unified School District. That contribution shall be \$6,000 maximum per year to be used towards employee/dependent health insurances. This \$6,000 amount will remain consistent through the 2008-09 school year. All monies will be applied to employee benefits - there will be no cash value. This amount shall be contributed for a maximum of five (5) years or until the employee reaches the age of 65. To be eligible the employee must have been enrolled in a medical insurance program at the time of retirement as is required by the insurance providers.

### **16.2 Retiring Employees Receiving Cash-in-Lieu**

16.2.1 In order to qualify for medical benefits, the retiree must be enrolled in a medical benefit plan at the time of retirement. For employees who are receiving Cash-in-Lieu it is imperative that a medical plan be selected during the Open Enrollment period preceding retirement. Selection of a plan allows for continuous medical coverage and is a requirement of the insurance providers.

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## **ARTICLE 17: MISCELLANEOUS**

### **17.1 Summer School Staff Selection**

The administrator responsible for conducting the summer school program (Coordinator Summer School Program or designee) with a recommendation from the teacher's immediate supervisor shall be responsible for selection of the personnel to be employed for that program. It is the intent that the most qualified personnel shall be selected.

- 17.1.1 The following criteria are listed in priority order and shall be utilized in the selection of personnel for summer school.
- 17.1.2 Person's credential limitations.
- 17.1.3 Person currently teaching the content area or the grade or in the special program or students at the same ability level.
- 17.1.4 Recent successful regular teaching experience in items included in 17.1.3 above.
- 17.1.5 Specialized academic training or experience related to position.
- 17.1.6 Should two or more equally qualified candidates for one position exist (based on the above criteria), an interview will be conducted to determine the candidate to be assigned.
- 17.1.7 Employment of personnel is contingent upon the enrollment. Summer school teachers whose employment continues through the seventh day of summer school will be employed for the remainder of the summer session.

Upon inquiry, the employee will be informed prior to the beginning of summer school what enrollment is required to maintain the class.

### **17.2 Reduction-in-Force (Lay off)**

- 17.2.1 The provisions of this article shall deal with potential reduction-in-force actions that the District may initiate.
- 17.2.2 The Association and District understand the legal provisions of the Education Code regarding reduction-in-force actions by the District, and nothing contained herein shall be construed to impede any possible District implementation of said legal provisions, or the assignment of professional bargaining unit services related thereto; nor shall it be construed to remove the reduction-in-force protections of the Education Code for unit members.
- 17.2.3 The District and the Association agree that all Education Code procedural requirements and provisions for layoff of unit members shall be observed if the District determines that reductions-in-force are necessary.
- 17.2.4 The District and Association agree that alleged violations of the procedure and requirements described in Items 17.2.2 and 17.2.3 above, shall be reviewable only under existing administrative hearing or legal procedures in lieu of the provisions of Article 6: Processing of Alleged Agreement Violations.

- 17.2.5 Article XI, (Non-Salary Compensation) shall provide coverage through September 30 for those unit members who have worked the full preceding school year and who are given a layoff notice as a result of a reduction-in-force action by the Board on or before May 15 of any school year.
- 17.2.6 The District shall compensate a unit member laid off in accordance with a reduction-in-force action at his/her daily or hourly rate of pay for said year should they be utilized in a substitute capacity for an hourly, part-time, or full-time absent employee; if utilized as a substitute for a full-time employee, a laid-off employee shall receive District fringe benefit coverage pursuant to the provisions of Article XI for each full month of said substitute service rendered during a full semester or school year replacement assignment. They shall be called in order of seniority and credential for substitute employment.
- 17.2.7 Employees given a March 15 notice of intended non-reemployment for the following school year shall be entitled to utilize three (3) days of available Personal Necessity Leave for purposes of bona fide job interviews with other prospective employers.
- 17.2.8 Except as provided for in 17.2.6 above dealing with substitution for full-time employees, laid-off unit members may, at their own expense, continue to purchase medical and dental coverage effective October 1 following layoff subject to insurance carrier approval and provisions.
- 17.2.9 The District and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargaining collectively with respect to any subject or matter related to reduction-in-force actions, and effects related thereto, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**APPENDIX A: BARGAINING UNIT SALARY SCHEDULES**

**WALNUT VALLEY UNIFIED SCHOOL DISTRICT  
CERTIFICATED BARGAINING UNIT MEMBERS**

**EFFECTIVE FEBRUARY 1, 2006**

STEP		IIa	III	IV	V	VI
1	\$	38,633	41,531	42,794	45,531	48,197
2		38,633	41,915	44,703	47,389	50,096
3		38,633	43,834	46,541	49,278	51,965
4		38,633	45,713	48,450	51,157	53,843
5		38,633	47,611	50,328	53,005	55,742
6		38,633	49,490	52,197	54,894	57,610
7		38,633	51,359	54,075	56,772	59,479
8		38,633	53,237	55,944	58,651	61,358
9		38,633	55,106	57,843	60,529	63,226
10		38,633	56,984	59,731	62,408	65,115
11		38,633	58,873	61,580	64,297	66,983
12		38,633	60,752	63,489	66,155	68,882
13					68,034	70,771
14					69,922	72,649
18 - A					71,811	74,518
21 - A					73,690	76,386
24 - A					75,558	78,265
27 - A					77,437	80,133

**CLASSIFICATION REQUIREMENTS**

CLASS IIa	Qualify for or working with an Emergency Permit / Internship Credential / Short Term Staff Permit / Provisional Internship Permit
CLASS III	30 Semester units after receipt of Bachelor's Degree, to include a Preliminary or Clear Credential.
CLASS IV	45 Semester units after receipt of the Bachelor's Degree, or a Master's Degree.
CLASS V	15 Semester units after receipt of a Master's Degree, or a Bachelor's Degree and 60 Semester units, including a Master's Degree or its District equivalent.
CLASS VI	30 Semester units after receipt of a Master's Degree, or a Bachelor's Degree and 75 Semester units, including a Master's Degree.

**SALARY SCHEDULE ADVANCEMENT**

Service Credit: One year of service is defined as regular full-time service for not less than 75% of the days of employment and not less than 138 school days. Employees advance one step for each year of service within the limitations defined in Article X.

Additional Stipends/  
Factors:

Doctoral/National Board Certification Stipend 2%  
Speech Therapists will receive an additional 5% salary factory

Footnote:A. Three years of service at this step is required before advancement to the succeeding step.

**4% increase effective 07/01/05 + 1% increase effective 02/01/06**

**SCH 024-A**



## **APPENDIX B: EXTRA PAY ASSIGNMENT COMPENSATION CRITERIA**

### **1 Criteria for Compensation**

The system for compensation shall be based upon the following criteria on assignment related factors that are common to all extra assignments.

- 1.1 Hours Involved.
- 1.2 Students supervised.
- 1.3 Amount of experience required to assume position.
- 1.4 Potential for injury to pupils involved.
- 1.5 Pressures related to position.
- 1.6 Amount and type of responsibility assumed.
- 1.7 Environmental influence.

### **2 Determination of Compensation**

A weighted score will be obtained for each criterion and a total score derived. The scores of the various positions will be grouped by comparable scores and a single figure assigned to that group. That total, when multiplied by the point value in dollars for the year, will determine the compensation for the assignment.

### **3 Assignment Criteria**

The following criteria shall be utilized in the determination of the unit value of extra pay assignments:

3.1

<b><u>Hours</u></b>	<b><u>Weighted Value</u></b>	<b><u>Range</u></b>
3.1.1 Hours outside the normal contractual day. (School days only.)	4	2 - 16
3.1.2 Weekend and vacation time spent upon return to school in evenings.	5	2 - 1
3.1.3 <b><u>Hours</u></b>	<b><u>Scale of Hours</u></b>	<b><u>Points</u></b>
350 + hours	16	
301 - 349	14	
251 - 300	12	
201 - 250	10	
151 - 200	8	
101 - 150	6	
51 - 100	4	
Under 50	2	

3.2	<b><u>Students</u></b>	<b>Weighted Value</b> 5	<b>Range</b> 5-5
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Those directly involved or supervised during this activity.

<b><u>Scale</u></b>	<b><u>Points</u></b>
50 Pupils or more	5
40 – 49	4
30 – 39	3
20 – 29	2
10 – 19	1
Under 10	.5

3.3	<b><u>Experience Needed for Position</u></b>	<b>Weighted Value</b> 4	<b>Range</b> 1 – 3
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3.3.1 Defined as training and professional employment or other background pertinent to the assignment which is needed before person can assume that position.

3.3.2 Each year of formal training (not participation) in any sport may count as a year of experience. This shall be left to the discretion of the hiring party subject to review by the Board of Trustees. Experience and training in activities other than athletics shall be evaluated in a similar manner.

3.3.3 **Scale**

No experience required	= 1
Two years required	= 2
Three years required	= 3

3.4	<b><u>Injury Risk to Pupils</u></b>	<b>Weighted Value</b> 2	<b>Range</b> 1 – 5
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3.4.1 Defined as the potential hazard to pupils, which is inherent in the assignment. This is beyond the normal classroom risk.

3.4.2 This rating is based upon the number of days lost in the activity due to injuries.

3.4.3 **Scale**

Football	= 5
Wrestling	= 4
Basketball, Track, Baseball	= 3
Girls' Sports, Cross Country	= 2
All other activities not specifically listed	= 1

3.5	<b><u>Pressures</u></b>	<b>Weighted Value</b> 3	<b>Range</b> 1 - 20
3.5.1	This is defined as the importance and demands placed upon the assignment by the crowd, community, administration, and Board of Trustees. It includes the amount of exposure, frequency, attendance, quality demanded, and the ramifications of poor performance.		
3.5.2	The maximum pressure in such an assignment would be one that was expected to produce certain accomplishments beyond the normal routine or face dismissal. One with minimal pressures would be on with little or no outside awareness of the results of the activity.		

3.6	<b><u>Responsibility</u></b>	<b>Weighted Value</b> 3	<b>Range</b> 1 - 20
3.6.1	This is defined as the combination of duties which would require one person to account for equipment, facilities, other personnel, fund raising and handling of funds related to an activity. In addition, it is the extent to which the person must concern himself/herself with these activities. For example, a person who handles a few dollars does not rate as high as one who handles hundreds of dollars.		

3.7	<b><u>Environmental Influence</u></b>		
3.7.1	This is determined by the amount of adverse environmental conditions the advisor must endure.		
3.7.2	Coaches who must practice outside regardless of the weather would be the maximum.		

#### 4 **Computation of Assignment Value**

The separate values of each criterion is determined by multiplying the number of points allocated to the position times its weighted value. These sub-totals are then added to determine the grand total for the individual position.

#### 5 **Provisions for Review**

5.1 A permanent committee on Extra Pay Assignments will be established. Its purpose will be to consider and recommend modification of any individual extra pay assignment or the placement of any new extra pay assignment. The committee's recommendation shall be forwarded to the Board through the Superintendent.

- 5.2 The permanent committee will be composed of the following seventeen members:
- 5.2.1 A representative selected by the Superintendent.
  - 5.2.2 A representative selected by each comprehensive high school principal.
  - 5.2.3 The Director of Athletics of each high school.
  - 5.2.4 The coaches of each high school will elect a representative from boy's sports and a representative from girl's sports for each school.
  - 5.2.5 Three representatives shall be elected from the two high schools by the advisors of the non-sports activities. One will be selected from each high school and the third will be selected by both schools.
  - 5.2.6 One representative shall be elected from each middle school by the participants in the extra pay program at that school.
  - 5.2.7 Two representatives selected by the Association, from the elementary school teaching staff.
  - 5.2.8 An elected representative must be a member of the group that selects him/her and will serve a two-year term.
  - 5.2.9 Elections will be held prior to April 15 of each year with approximately one half of the representatives elected each year. The permanent committee will then meet and select the chairman of the committee for the following year.

## 6 **Procedures for Review**

A supervisor or an incumbent may request a review of an assignment ranking during any year. Persons requesting such review shall forward pertinent information and explanation through their immediate supervisor and/or the principal, to the committee prior to April 1 of each year. This will be followed by a personal presentation to the committee. Any recommendation then made by the committee and approved by the Board shall take effect the ensuring year unless a special exception is granted. Provisions shall be made to expand the permanent committee if in the estimation of the Superintendent, the addition of new schools warrant such expansion.

**APPENDIX C: EXTRA PAY ASSIGNMENT SALARY SCHEDULE**

**WALNUT VALLEY UNIFIED SCHOOL DISTRICT  
EXTRA PAY ASSIGNMENT SALARY SCHEDULE**

Effective January 1, 2002  
Approved February 28, 2001

Extra Pay Schedule with 10% Steps

Category	I	II	III	IV	V	VI	VII	VIII	X
A (1-4)*	\$3,267	\$2,745	\$2,418	\$2,091	\$1,895	\$1,699	\$1,308	\$1,110	\$653
B (5-8)	3,596	3,020	2,661	2,301	2,085	1,872	1,438	1,223	719
C (9-12)	3,955	3,323	2,926	2,531	2,293	2,058	1,581	1,346	790
D (13+)	4,351	3,645	3,220	2,784	2,522	2,263	1,739	1,480	869

\*years of experience

<p><u>CATEGORY I - 250 POINTS</u> HEAD FOOTBALL COACH DIRECTOR OF INSTRUMENTAL MUSIC YEARBOOK ADVISOR</p>	<p><u>CATEGORY II - 210 POINTS</u> HEAD BASEBALL COACH HEAD BASKETBALL COACH HEAD TRACK COACH (BOYS &amp; GIRLS) VARSITY FOOTBALL ASS'T. COACH HEAD WRESTLING COACH DIRECTOR OF VOCAL MUSIC DRILL TEAM/PAGEANTRY CORP.</p>
<p><u>CATEGORY III - 185 POINTS</u> VARSITY SWIMMING COACH CROSS COUNTRY COACH VARSITY SOCCER COACH VARSITY SOFTBALL COACH VARSITY BADMINTON COACH VARSITY TENNIS COACH VARSITY VOLLEYBALL COACH LOWER DIVISION HEAD FOOTBALL COACH HEAD TRACK COACH - (BOYS &amp; GIRLS) DIRECTOR OF DRAMA SCHOOL PAPER PEP WATER POLO COACH RIFLE/TALL FLAG</p>	<p><u>CATEGORY IV - 160 POINTS</u> LOWER DIVISION FOOTBALL COACH LOWER DIVISION BASEBALL COACH VARSITY ASS'T. BASEBALL COACH J.V. BASKETBALL COACH WRESTLING ASS'T. COACH HIGH SCHOOL ATHLETIC DIR. CATEGORY IV-A</p>
<p><u>CATEGORY V - 145 POINTS</u> VARSITY GOLF COACH ASST. SWIMMING COACH VARSITY ASS'T. SOFTBALL COACH VARSITY ASS'T. BASKETBALL COACH SOPH/FROSH BASKETBALL COACH (BOYS) J.V. SOFTBALL COACH J.V. VOLLEYBALL COACH J.V. BADMINTON COACH J.V. SOCCER COACH J.V. TENNIS COACH EVENT TRACK COACH</p>	<p><u>CATEGORY VI - 130 POINTS</u> CROSS COUNTRY ASS'T. COACH FROSH VOLLEYBALL COACH WATER POLO ASS'T. COACH FROSH BASKETBALL COACH - GIRLS ACADEMIC DECATHLON ADVISOR</p>

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<u>CATEGORY VII - 100 POINTS</u> FINE ARTS LITERARY MAGAZINE FROSH RESERVE BASKETBALL COACH FROSH TENNIS COACH MIDDLE SCHOOL COACH MIDDLE SCHOOL CHOIR MIDDLE SCHOOL BAND MIDDLE SCHOOL ATHLETIC DIRECTOR MIDDLE SCHOOL DRAMA	<u>CATEGORY VIII- 85 POINTS</u> DRUM LINE <hr/> <u>CATEGORY X - 50 POINTS</u> MIDDLE SCHOOL YEARBOOK MIDDLE SCHOOL NEWSPAPER H.S. MUSICAL PRODUCTION ASS'T.
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1. Not all positions listed will be filled in any one year.
2. New positions not listed above but approved by the principal will be placed in Category VIII.
  - Approximate point value \$10.95

3.87% increase  
025 - W

**APPENDIX D: WITHDRAWAL OF UNFAIR LABOR PRACTICE****SET-ASIDE**

In our desire to establish an ongoing partnership with the WVEA that reflects collaboration and the development of mutual interests, the District proposes the following:

For the 2006-07 fiscal year only, the District shall set aside one half of the net revenue limit COLA (funded and deficated) received by the District during this same budgeting year as a base for salary and benefits increases for all employees.

This provision is contingent upon the District's ability to meet operational expenses and continue to maintain a minimum 3.0% reserve for economic uncertainties. In the event of a financial crisis impacting the District's general fund revenues, the District may suspend this agreement. The District and WVEA agree to sunset the March 1, 1999 Memorandum of Understanding (Appendix E of the WVEA Contract) while maintaining the staff development days identified within the calendar work year and identified in the WVEA Contract Article 4.9, Staff Development Days.

The District and WVEA agree to participate in regular joint meetings with Mr. Ron Bennett, President of School Services of California and a California Teachers' Association (CTA) person of choice beginning the spring of 2006 and into the 2006-07 school year to:

- Establish mutually agreed upon "Budget Points" that create an ongoing mechanism to determine a base for funding the costs related to salary/benefits.
- Build and maintain a positive working relationship that will promote and expand communication between the parties.
- Discuss topics that are of interest to either party.

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**APPENDIX E: MAY 24, 2000 MOU – PAR**

**WALNUT VALLEY UNIFIED SCHOOL DISTRICT  
PEER ASSISTANCE AND PEER REVIEW (PAR)**

**MEMORANDUM OF UNDERSTANDING**

**MAY 24, 2000**

**PURPOSE:** The Walnut Valley Educators Association (WVEA) and the Walnut Valley Unified School District (WVUSD) are continuously striving to provide the highest possible quality of education for our clients. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the WVEA and WVUSD agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded opportunities for professional development and peer assistance. Volunteer teachers, as well as those who have been referred to participate in the Peer Assistance and Review (PAR) Program, are viewed as valuable professionals who shall have the appropriate resources provided to them in the interest of enhancing their performance.

The extent of the PAR Program's assistance and review depends on whether the participating permanent teacher is a volunteer teacher, or a teacher who has received an unsatisfactory evaluation in the areas of knowledge of subject matter, teaching methods or instruction as indicated in their Professional Growth Plan (PGP5). The Program's assistance shall be provided through Consulting Teachers who have been identified for their exemplary professional skills.

**I. Joint Committee**

- A. The Joint Committee shall consist of seven members, four tenured teachers selected by the Walnut Valley Educators Association and three administrators selected by the Superintendent. The three administrators shall be representative of elementary, middle, and/or high school experience. The Administrative Director of Human Resources will be an ex officio member with the responsibility to facilitate the recommendations of the Joint Committee. In the event a Joint Committee member is not able to fulfill a full term, a new member will be selected in the above stated manner. This new member would fulfill the remainder of that term.
- B. The Joint Committee shall establish its own meeting schedule. To conduct an official meeting, at least three teachers and two administrators from the Joint Committee must be present. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. If, in carrying out their responsibilities as members of the Joint Committee, teachers find it necessary to work beyond the workday, they shall be compensated at the unit member's pro rata hourly rate of pay.
- C. The Joint Committee shall be responsible for the following:
  1. Participating in annual training along with certificated and district evaluators; training may include effective instructional strategies, standards, consensus building, student achievement, classroom management, and legal issues applicable to the California Peer Assistance and Peer Review Program.
  2. Establishing its own rules of procedure, including the method for the selection of a chairperson.



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3. Working with the Staff Development Director to provide appropriate training for Consulting Teachers.
  4. Providing training for Consulting Teachers prior to the Consulting Teacher's participation in PAR: training may include effective instructional strategies, standards, consensus building, student achievement, classroom management, and legal issues applicable to the California Peer Assistance and Peer Review Program.
  5. Upon receiving a referral from a principal, the Joint Committee will send written notification of participation in the PAR Program to the referred participating teacher, with a copy to the site principal.
  6. Making available an appropriate panel of Consulting Teachers and alternates.
  7. Adopting Rules and Procedures to effect the provisions of this Article; said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
  8. Distributing, at the beginning of the first school year of implementation, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators. This information will be provided as part of the new employee orientation in subsequent years.
  9. Establishing a procedure for application as a Consulting Teacher.
  10. Recommending to the district the number of Consulting Teachers and subject area experts in any school year.
  11. Reviewing the final report prepared by the Consulting Teachers regarding the Referred Participating Teacher's progress in PAR. After receiving the report, the Joint Committee shall determine whether the Participating Teacher will benefit from continued participation in this program.
  12. Evaluating annually the impact of the PAR in order to improve the program; a formal report with recommendations for improvement will be submitted to the School Board and WVEA.
  13. Develop a proposed budget based on 95 percent of the State's funding to be submitted to the Superintendent and Board of Trustees for final approval.

## **II. Participating Teacher**

- A. A referred Participating Teacher is a teacher with tenured status who receives assistance to improve his or her knowledge in the areas of subject matter, teaching strategies, or teaching methods and instruction as a result of an unsatisfactory evaluation in any one of these areas. An unsatisfactory evaluation is one in which unsatisfactory is indicated on the summary evaluation (PGP5).
- B. A volunteer Participating Teacher is a teacher with tenured status who volunteers to participate in PAR and wants to engage in a professional growth activity utilizing a Consulting Teacher's assistance. Because permanent teachers with satisfactory performance are not mandated by law to participate in the Program, neither the Consulting Teacher nor the Committee will forward to the Walnut Valley USD Board of Trustees the names of the Volunteer Teacher participants. Any reports to the Joint Committee or personnel files will be made only as specified by the unit member.

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Volunteer teachers will receive a stipend for their participation. To receive a stipend the volunteer teacher must satisfactorily complete the program as determined by the consulting teacher in conjunction with the Joint Committee.

- C. A referred Participating Teacher may request his or her Consulting Teacher from the panel of Consulting Teachers provided by the Joint Committee. The Joint Committee shall approve the final selection of the Consulting Teacher.
- D. Within the first six weeks of their initial planning meeting, either the Consulting Teacher or the Participating Teacher may petition the panel for an assignment change. The Joint Committee will review requests and respond based on availability of consulting teachers. The Participating Teacher shall be allowed only one change per year.
- E. Communication will be handled in a confidential manner. All documents and information relating to the participation in PAR will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, et. seq.). The annual evaluation of PAR's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

### **III. Consulting Teachers**

- A. A Consulting Teacher is a permanent, full time classroom teacher who provides assistance to a Participating Teacher pursuant to PAR. The qualifications for the Consulting Teacher shall be:
  - 1. A credentialed classroom teacher with tenured status who has completed at least five years of recent teaching experience.
  - 2. A teacher who has met all the attributes included in the six areas of Teacher Performance on the Certificated Professional Growth Plan (PGP 2).
- B. Applicants filing for the position of Consulting Teacher, are required to submit three confidential references from individuals with specific knowledge of their expertise, as follows:
  - 1. A reference from a site or district administrator.
  - 2. A reference from another classroom teacher who has recent knowledge of their professional skills.
  - 3. A reference from another teacher who has received assistance from the applicant.
- C. An initial screening of applications for consulting teacher positions will be conducted by the Joint Committee. Consulting teachers shall be selected by a consensus of the Joint Committee following an interview and a classroom observation by a member(s) of the Joint Committee.
- D. The term of the Consulting Teacher shall be a maximum of two (2) years. Consulting Teachers may serve multiple terms that are not consecutive. In addition to the regular salary, a Consulting Teacher shall receive a stipend. A Consulting Teacher may not be appointed to an administrative position in the Walnut Valley Unified School District while serving as a consultant. Furthermore, the Consulting Teacher would not be eligible to accept an administrative position within the Walnut Valley Unified School District until one year after their term expires.

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- E. Functions performed pursuant to this article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue to possess all rights of bargaining unit members.

### **Assignment Status**

Applicants who are not selected as Consulting Teachers will be notified in writing. Those who are selected as Consulting Teachers will:

1. Continue in their current assignment until the Joint Committee determines the need for a consulting teacher. Identification by the Joint Committee as a Consulting Teacher is not a guarantee of an active assignment.
2. If assigned, work full-time as a Consulting Teacher until the Joint Committee determines the service is no longer needed. Generally assignments will be for the school year. Once an individual has served as a Consulting Teacher he/she will have the right to return to his/her previous site.

### **Duties and Compensation**

1. Serve on a full-time basis.
  2. Serve for a maximum of two consecutive years to maintain the "peer" concept.
  3. Mentor colleagues by demonstrating, observing, conferencing, referring, providing and assisting.
  4. Plan and present a PAR orientation for participants.
  5. Develop a cadre of Subject Area Specialists in conjunction with the Staff Development Director.
  6. Receive supplemental contract worth 1/5 of their placement on the salary schedule for the 184-day calendar year.
  7. Participate in annual training that may include effective instructional strategies, standards, consensus building, student achievement, classroom management and legal issues applicable to the California Peer Assistance Review Program.
  8. The work year may be extended for training and in-service (not to exceed ten days) during July and August. These days must be approved by the Joint Committee. Days worked past 184 will be compensated pro rata per diem. During this time, consulting teachers revert to appropriate placement on the teacher salary schedule without the one-fifth increase.
- F. Prior to working with a Referred Teacher, the Consulting Teacher meets with the Principal and Referred Teacher to review the improvement plan and interventions that have taken place. The site administrator, consulting teacher and participating teacher will establish mutually agreed upon specific performance goals necessary to raise the participant's performance to a satisfactory level. To ensure coordination of support provided, Consulting Teachers will contact Site Administrators each month.
- G. Consulting Teachers shall assist Referred Participating Teachers by demonstrating/modeling, observing, coaching, conferencing, referring, or other activities,

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which in their professional judgment will assist the Referred Participating Teacher. The improvement plan will specify the number of weekly contacts and documented observations for each semester. Each Referred Participating Teacher shall receive at least one contact per week and should expect no less than five documented observations per semester.

1. The Consulting Teacher meets with the participating teacher to discuss the Program and the goal-setting process.
  2. During the participant's stay in the Program, the Consulting Teacher will frequently observe the participant, having both pre-observation and post-observation conferences. Subject Area Specialists may be included as frequently as deemed necessary by the Consulting Teacher.
- H. The Consulting Teacher shall monitor the progress of the Participating Teacher and shall provide periodic written reports to the Participating Teacher and Joint Committee for discussion and review.
- I. Before March 1 of each year, the Consulting Teacher shall complete a written report summarizing the Referred Teacher's participation in the Program consisting solely of: 1) a description of the assistance provided to the Participating Teacher; 2) notice of completion of the Program. This report shall be submitted to the Joint Committee with a copy also submitted to the Participating Teacher and the Principal. The Participating Teacher shall have the right to submit a written response, within ten (10) days, and have it attached to the final report.

The Referred Participating Teacher continues in the Program until the Joint Panel determines that teacher no longer benefits from enrollment in the Program, or the teacher receives a satisfactory evaluation, or the teacher is separated from the District. When a teacher exits the Program, a copy of the Consulting Teacher's report shall be submitted to and discussed with the Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report.

- J. The Volunteer Teacher and the Consulting Teacher will meet and develop an individual support plan based on the needs of the Voluntary Participating Teacher. This plan shall include monthly contact by either the Consulting Teacher or Subject Area Specialist.
- K. On a recurring basis the Joint Committee shall conduct an appraisal of the Consulting Teacher's effectiveness. The results of this appraisal shall be shared with the Consulting Teacher and determine whether or not the Consulting Teacher will continue to serve in this capacity. The Consulting Teacher will be notified of his/her continuing/non-continuing status prior to May 1 of each year.

#### **IV. Subject Area Specialist**

- A. A Subject Area Specialist is a permanent, full-time classroom teacher who provides assistance to a Participating Teacher pursuant to PAR. The qualifications for the Subject Area Specialist shall be:
1. A credentialed classroom teacher with tenured status.
  2. A teacher who has met all the attributes included in the six areas of Teacher Performance on the Certificated Professional Growth Plan (PGP 2).

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3. A teacher who has demonstrated expertise in a specific content area.
- B. Applicants filing for the position of Subject Area Specialist are required to submit two confidential references from individuals with specific knowledge of their expertise, as follows:
    1. A reference from a site administrator.
    2. A reference from another classroom teacher who has recent knowledge of his/her professional skills.
  - C. The screening of applicants for Subject Area Specialist will be conducted by the Joint Committee. Subject Area Specialist shall be selected by a consensus of the Joint Committee following a review of the candidate's applications.
  - D. A Subject Area Specialist may serve multiple terms. In addition to his/her regular salary, a Subject Area Specialist may receive a stipend. The Subject Area Specialist will be required to submit a renewal application on an annual basis. The Joint Committee will review these applications and determine the continued status of the Subject Area Specialist by a vote of consensus.
  - E. Functions performed pursuant of this article by bargaining unit employees shall not constitute either management or supervisory functions. The Subject Area Specialist shall continue all rights of bargaining unit members.

## **V. Status Reports**

- A. The Joint Committee monitors the progress of each participant by reviewing status reports regularly submitted by the Consulting Teachers. While Referred Teachers are participating in the PAR Program, administrators will continue to evaluate these employees consistent with District policies and the Collective Bargaining Agreement.
- B. Observation data and discussion between the teacher and the Consulting Teacher/Subject Area Specialist shall remain confidential. The highest levels of trust, assistance, and confidentiality shall be maintained.
- C. Consulting Teachers shall provide to the Joint Committee and Site Administrator information regarding hours of observations and the nature of the assistance provided.
- D. The Joint Committee is updated at regular intervals on the progress being made by the Referred Participating Teacher. A summary report completed by the Consulting Teacher is forwarded to the Joint Committee, who in turn issues a certificate of completion for inclusion in the Referred Participating Teacher's personnel file. A copy of this form is sent to the participant as well.
- E. Volunteer Teachers will receive a certificate of completion issued by the Joint Committee.

## **VI. Legal Representation**

Unit members who perform functions as Consulting Teachers, Subject Area Specialists or Joint Committee members under this document shall be acting solely as agents for the District and shall have the same protection as other agents of the District. This guarantees

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their protection from liability and access to appropriate defense pursuant to Division 3.6 Title 1 of the California Government Code.

#### **VII. Non-renewal Agreement**

Prior to April 1<sup>st</sup> of the Fiscal Year, either party can give written notice to the other party of their concerns regarding PAR. Both parties will meet within thirty (30) days of receipt of notice to attempt to resolve their concerns related to the PAR Program. If at the conclusion of this thirty (30) day period (or longer by mutual agreement) the parties cannot agree, then the PAR Program will cease at the end of that Fiscal Year.

#### **VIII. Certificated Bargaining Unit Members Proposed Salary Schedules**

The District and the Association agree to the changes indicated on the attached Proposed Certificated Bargaining Unit Members Salary Schedule and the Proposed Grade Level Coordinator Monthly Salary Schedule.

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