

**COLLECTIVE BARGAINING
AGREEMENT**

BY AND BETWEEN

**WASHINGTON UNIFIED SCHOOL
DISTRICT**

AND

**WASHINGTON UNIFIED FACULTY
ASSOCIATION**

July 1, 2021 to June 30, 2025

Table of Contents

Article 1-	Agreement	3
Article 2-	Recognition	4
Article 3-	Negotiation Procedures	5
Article 4-	Leaves	6
Article 5-	Early Retirement Incentives	16
Article 6-	Hours	18
Article 7-	Certificated Faculty Member Evaluation	20
Article 8-	Compensation	25
Article 9-	Health and Welfare Benefits for Full Time Faculty Members	28
Article 10-	Grievance Procedures	33
Article 11-	Transfers and Reassignments	38
Article 12-	Association Rights	40
Article 13-	Class Size	42
Article 14-	Calendar/Work Year	44
Article 15-	Terms and Reopeners	45
Appendix A-	Certificated Salary Schedule 2021-22	46
Appendix B-	Stipend Payments	47
Appendix C-	District Calendar 2021-22	49

Effective July 1, 2022

Article 1 – Agreement

- 1.1** The articles and provisions of this Agreement constitute a bilateral and binding agreement between the Governing Board of the Washington Unified School District (hereafter called “District”) and the Washington Unified Faculty Association (hereafter called “Association”), a faculty member organization.

- 1.2** This agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code.

Article 2 – Recognition

- 2.1** The Board recognizes the Association as the exclusive representative of the District’s certificated faculty members. The certificated bargaining unit includes all District Classroom Teachers, Resource Teachers, Special Education Teachers, Nurses, Athletic Directors, Activities Directors and Teachers on Special Assignment. The bargaining unit excludes all administrative, supervisory, managerial, and confidential faculty members and the following positions: Guidance Learning Specialists, Social Workers, Speech Language Pathologists, School Psychologists and Intervention Specialists.

Article 3 – Negotiation Procedures

- 3.1** All Parties shall make reasonable efforts to commence bargaining in a timely fashion given all external circumstances. Any agreement reached between the parties shall be reduced to writing and signed by the parties.
- 3.2** The District and the Association may discharge their respective duties required by this agreement by means of authorized officers, individuals, representatives or committees.
 - 3.2.1** Either party may utilize the services of outside consultants to assist in the negotiations.
- 3.3** Negotiations shall take place at mutually agreeable times and places.
- 3.4** The Association shall designate up to six (6) faculty member representatives who shall receive reasonable amounts of release time, without loss of compensation, to attend negotiation sessions.

Article 4 – Leaves

4.1 Definition of Immediate Family

For purposes of this Article, “immediate family” means mother, father, guardian, grandmother, grandfather or grandchild of the faculty member or of the spouse/partner of the faculty member, and the spouse/partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law of the faculty member or of the spouse/partner of the faculty member, or of the spouse/partner of the faculty member or any relative living in the immediate household of the faculty member.

4.2 Sick leave

Full-time faculty members are entitled to seventy (70) hours of leave with full pay per year for the purposes of personal illness or injury. Part-time faculty accrue sick leave on a pro-rata basis.

Sick leave shall be credited to the faculty member on the first day of duty of the school year. Unused sick leave days shall be accumulated from year to year with no limitation.

4.2.1 If a pattern of misuse develops such as, consistently taking sick days to extend vacation time, the District may require a faculty member to produce verification of illness or injury.

4.3 Extended Illness Leave

4.3.1 When an faculty member is absent due to illness or injury and has exhausted all available sick leaves and continues to be absent due to illness or injury the faculty member may utilize extended illness leave for an additional period not to exceed one hundred (100) working days. During this 100 working day period, the District may subtract from the salary due to the faculty member the amount actually paid to a substitute employed to fill the position during the absence or, if no substitute is employed, the amount that would have been paid to a substitute had one been employed.

4.3.2 A faculty member shall not be provided more than one (1) 100 working day extended illness leave period per illness or injury. However, if a school year terminates prior to the exhaustion of the 100 working day period, the faculty member may take the balance of the 100 working day period in the subsequent school year for the same illness or injury.

4.3.3 Prior to returning to work from the extended illness leave, a faculty member must provide a physician’s release verifying the faculty member’s illness and the faculty member’s fitness to return to duty.

4.3.4 If the faculty member is not able to return to work after exhausting all paid leaves, the faculty member may request additional leave from the Board or shall be placed on the 24-month or 39-month reemployment list.

4.4 Personal Necessity Leave

Leave which is credited under section 4.2 of this article may be used, at the faculty member's election, for purposes of Personal Necessity.

Under no circumstance shall such personal necessity leave be utilized for the purpose of extending a holiday or a vacation period, for recreational activities, or for matters which can be conducted outside of work hours. The faculty member shall notify his/her supervisor at least three (3) work days in advance of the leave when possible.

Acceptable reasons for the use of Personal Necessity Leave include:

- a. Accident involving faculty member's person or property for self or immediate family member.
- b. Serious illness or doctor appointment for faculty member's immediate family member.
- c. Required court appearance (not jury duty).
- d. Fire, flood or other immediate danger to faculty member's home or property.
- e. Funeral of close friend or distant relative (limit 1 day/year).
- f. Attend field trip with child or to participate in other school activities.
- g. Death of immediate family member that exceeds Bereavement Leave provisions.
- h. Attend meeting that cannot be arranged outside of business hours.

Example of reasons for which approval shall **not** be granted shall include, but not be limited to:

- a. Political activities or demonstrations.
- b. Vacation, recreation, or social activities.
- c. Civic, church or organization activities.
- d. Faculty member Association activities.
- e. Routine personal activities.
- f. Occupational investigation.
- g. Work stoppage/interference.
- h. Further financial gain.

4.5 Personal Leave

A teacher shall be entitled to use thirty-five (35) of the seventy (70) hours of Personal Necessity Leave per school year when the teacher determines that a situation has developed which is sufficiently important to absent himself/herself from school. The faculty member shall notify his/her supervisor at least three (3) work days in advance of the leave when possible. Such leave shall be taken within

professional constraints and with a reasonable concern for the problems of covering classes with available substitutes and/or other District personnel.

4.6 Family and Medical Leave

An eligible faculty member shall be entitled to up to twelve (12) work weeks of unpaid leave within a twelve-month (12) period for family and medical reasons to the extent provided by the Federal Family and Medical Leave Act of 1993 (“FMLA”) and the California Family Rights Act (“CFRA”). The Acts and their pertinent regulations shall govern the interpretation of Family and Medical Leaves and the following:

4.6.1 A faculty member is eligible if he/she has been employed by the District for at least twelve (12) months and has served at least one thousand, two hundred and fifty (1250) hours.

4.6.2 Family and Medical Leave shall be available for the following purposes:

4.6.2.1 For the birth of the faculty member's child.

4.6.2.2 Placement of a child with a faculty member for adoption or foster care.

4.6.2.3 To care for the faculty member's child, spouse, or parent with a serious health condition.

4.6.2.4 For a faculty member's own serious health condition that keeps the faculty member from performing his/her essential job functions.

4.6.3 Family and Medical Leave will run concurrently with other paid and unpaid leaves.

4.6.4 A faculty member may be required to provide a valid verification whenever a serious health condition of the faculty member or his/her family member is the reason for the leave.

4.6.5 Where advance notice is possible, a faculty member must provide twenty (20) work days advance written notice of the need for the leave. If the need for the leave is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of leave.

4.6.6 A faculty member taking Family and Medical Leave will continue to participate in the District-provided health plan under the same terms and conditions and co-payments that applied prior to the first day of the faculty member's leave.

4.6.6.1 If the faculty member fails to return from the leave for any reason other than the recurrence or continuance of the serious health condition, the faculty member will be liable

to the District for premiums paid for maintaining the faculty member's health coverage.

- 4.6.6.2** A faculty member may, at his or her own expense, participate in all other faculty member benefit plans offered by the District during the leave so long as the faculty member make all payments in advance and meets all other requirements imposed by the District's benefit providers.

4.7 Bereavement Leave

A faculty member shall be entitled to a maximum of five (5) days paid leave of absence, or seven (7) days paid leave of absence if out-of-state travel is required, in the event of death of an immediate family member. This leave is for the purpose of arranging and attending the memorial service, and dealing with necessary business of the deceased immediately following the death. Additional days of absence may be provided under Personal Necessity Leave.

4.8 Pregnancy Disability/Maternity Leave

4.8.1 A faculty member who must be absent from teaching because of her pregnancy, childbirth, miscarriage and recovery there from shall use her sick leave and extended illness leave for such purposes.

- 4.8.1.1** The faculty member shall provide a written statement from her health care provider regarding the necessity for pregnancy disability leave and the length of such leave.

- 4.8.1.2** Pregnancy disability leave runs concurrently with leave entitlements under FMLA/CFRA.

4.8.2 A faculty member may request leave of absence for the purpose of maternity or paternity leave, as defined in Cal. Ed. Code Section 44977.5. This leave shall be for a maximum of twelve (12) weeks after the conclusion of pregnancy disability leave or within twelve (12) months of the birth or adoption whichever is later. The faculty member may elect to utilize sick or extended illness leave during this leave period. If no accumulated sick or extended illness leave is available to the faculty member, the faculty member shall receive differential pay, consistent with Cal. Ed. Code Sec. 44977.5. The faculty member may elect to take unpaid leave during this leave period. This leave runs concurrently with the leave entitlements under FMLA/CFRA.

4.8.3 A faculty member on maternity or paternity leave as described in 4.8.2 above, who has utilized all accumulated sick and extended illness leave, shall be permitted to complete the twelve (12) week maternity or paternity leave period. The faculty member shall receive differential pay, consistent with Ed. Code Sec. 44977.5 for the remainder of the leave period.

4.8.4 Any faculty member who's maternity or paternity leave as described in 4.8.2 and 4.8.3 above, is not exhausted at the school year's end, may complete the remainder of the leave period at the beginning of the following school year.

4.9 Jury Duty or Court Appearance

If a faculty member is called to Jury duty, he/she shall receive his/her regular salary for the period of jury duty. Days of absence because of Jury duty shall not have an adverse effect on a faculty member's attainment of tenure or advancement on the District's salary schedule.

A court appearance leave shall be granted when a faculty member is subpoenaed to appear as a witness, other than a litigant, or to respond to an official order from another governmental agency for reasons not brought about through the actions or misconduct of the faculty member.

4.10 In-Service Leave

A faculty member will be provided paid leave each school year for the purpose of professional development. Such leave may be used to visit classes in other schools or attend educational workshops and conferences related to his/her work assignment.

Prior approval must be granted by the faculty member's administrative supervisor and the Superintendent or the Superintendent's Designee. The Superintendent or Superintendent's Designee, administrative supervisor, and the faculty member must agree that the intended activity merits an in-service leave. In-services or trainings attended during non-duty days will not result in additional compensation for faculty members unless otherwise agreed upon by the District.

4.11 Military Leave

A faculty member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

4.12 Study Leave

Leaves of absence may be granted to faculty members for a targeted course of study which will lead to the faculty member obtaining an advanced degree related to his/her position as a teacher in accordance with the following provision:

4.12.1 Such leaves shall be without compensation.

4.12.2 Study leaves shall be granted for no more than one (1) school year at a time. An extension of the leave can be granted by the

Superintendent for up to one (1) additional year at the Superintendent's discretion.

4.12.3 Faculty members must complete at least twelve (12) college units during the year of study leave in order to be eligible for a year's credit on the salary schedule and seniority list.

4.12.4 For part-time study leave or full-time study leaves shorter than a school year in duration, the number of units required shall be equitably prorated.

4.13 Catastrophic Illness Leave

4.13.1 Definition of Catastrophic Illness or Injury. For the purposes of this provision "Catastrophic illness or injury" shall mean an illness or injury other than Industrial Accident:

- a. That is expected to incapacitate the receiving member or a member of their family for an extended period of time in excess of ten (10) consecutive work days beyond the exhaustion of the members paid leave entitlements; and
- b. Which would create a financial hardship for the member due to the exhaustion of all sick leaves and other paid time off.

4.13.2 Creation

The Association and the District agree to create the Faculty Association Catastrophic Sick Leave Bank.

4.13.2.1 The days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the participant or donor.

4.13.2.2 The Catastrophic Sick Leave Bank shall be administered by a four member committee; one K-8 teacher, one high school teacher, the Director of Human Resources and the Director of Business.

4.13.2.3 Cancellation of eligibility will occur automatically whenever a faculty member fails to make a minimum contribution when an official request for donation has been sent out.

4.13.3 Procedure

The District will send a written notification seeking sick leave donations on behalf of the employee, via e-mail, or District mail, to bargaining employees. Sick leave donation shall be made on an approved District form within ten (10) work days from the date of the notification seeking sick leave donations. The district will send a written donation request in September of every school year and anytime the Bank falls below 100 days or 700 hours (full time equivalent) a request for donations will be made.

4.13.3.1 Sick leave donations shall be credited to the Certificated Catastrophic Sick Leave Bank.

4.13.3.2 The fact of the donation, the identity of the donor and recipient shall be a confidential personnel matter.

4.13.4 Recipient Members.

In order to receive donated sick leave from the Certificated Catastrophic Sick Leave Bank under this policy, the following steps must be followed:

1. Prior to receiving a sick leave donation, a member must have previously contributed at least one (1) day (7 hours).
2. A written request, on a District approved form, must be submitted to receive donated sick leave.
3. The requesting member must provide verification of the catastrophic injury or illness as required by the District.
4. The requesting member must have exhausted all accrued paid sick leaves and be unable to return to work. A member who receives donated sick leave pursuant to this policy shall use any leave credits they continue to accrue on a monthly basis prior to using donated sick leave. The receipt of catastrophic leave shall begin once an employee is receiving differential/substitution dock pay. The amount of catastrophic leave used for each day the employee is receiving differential/substitution dock pay shall be three (3) hours. Once the employee has exhausted their differential/substitution dock extended illness leave the amount of catastrophic leave used for each day shall be seven (7) hours.

4.13.5 Bargaining employees receiving donated sick leave pursuant to this policy may receive no more than forty (40) days of donated sick leave while the member or family member suffers from the catastrophic illness or injury that precipitated the transfer of the sick leave.

4.13.5.1 For purposes of this program, a family member is defined as spouse, son, daughter, or parent or any immediate family member of the faculty member's household.

4.13.5.2 The recipient shall not receive, on any day for which leave is donated, a daily rate in excess of their normal rate of pay.

4.13.5.3 Donated sick leave will be credited to the recipient on a monthly basis as needed. Donated sick leave shall thereafter be treated for tax, STRS, and other purposes, as though it had been earned by the recipient.

4.13.5.4 For purposes of this provision, any leave provided under the State or Federal Family Medical Leave Acts shall run concurrently with catastrophic illness leave and any other paid leave.

4.13.6 Donor Members

4.13.6.1 In order to donate sick leave to the Certificated Catastrophic Sick Leave Bank pursuant to this policy a member must submit a written authorization to the District designating the number of sick leave hours to be transferred. The donation of eligible leave credits shall be a minimum of 7 hours.

4.13.6.2 A member may donate a maximum of thirty-five hours (35 hours). However, to ensure that members retain sufficient accrued sick leave to meet their own needs, donors shall not reduce their accumulated sick leave to fewer than seven (7) days or 49 hours.

4.13.6.3 Donors understand the donation is final, unconditional and irreversible whether the leave is used or not. There shall be no right to recover donated sick leave.

4.13.6.4 Unused donated sick leave shall remain in the Certificated Catastrophic Sick Leave Bank.

4.13.6 Hold Harmless: Employees who donate or receive leave under the Certificated Catastrophic Sick Leave Bank shall specifically hold the District, its Board of Trustees, and employees harmless with respect to the Catastrophic Leave Program.

4.13.7 Individual Catastrophic Leave Donation: In addition, donor members may make individual contributions to recipient members in accordance with the provisions above and after the recipient member has used the initial 40 days granted by the catastrophic sick leave bank. Recipient members may receive up to a maximum of 40 additional days of catastrophic sick leave transferred from other individual staff members.

4.14 Industrial Accident and Illness Leave

Industrial accident and illness leave shall be granted for illness or injury incurred within the course and scope of a faculty member's assigned duties as determined by the Workers' Compensation Appeals Board.

- 4.14.1** A faculty member who has sustained a job-related injury shall report the injury on the District accident report form within twenty-four (24) hours, whenever possible, to the immediate supervisor. The faculty member shall report any illness on the District form to the immediate supervisor within twenty-four (24) hours, whenever possible, of the knowledge that the illness is an alleged industrial illness.
- 4.14.2** Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the faculty member would otherwise have been performing work for the District in any one (1) fiscal year for the same illness or accident.

 - 4.14.2.1** Allowable leave shall not be accumulated from year to year.
 - 4.14.2.2** Industrial accident or illness leave shall commence on the first day of absence.
 - 4.14.2.3** Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
 - 4.14.2.4** When an industrial accident or illness leave overlaps into the next fiscal year, the faculty member shall be entitled to only the amount of unused leave due for the same illness or injury.
 - 4.14.2.5** Any faculty member receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the State.
- 4.14.3** During any industrial paid leave of absence, the faculty member shall receive temporary disability indemnity checks. The District, in turn, shall issue the faculty member's appropriate salary warrants for payment of the faculty member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the faculty member for periods covered by such salary warrants.
- 4.14.4** Upon conclusion of this industrial paid leave, a faculty member may utilize any available sick leave benefits providing that any sick leave utilization, when combined with any temporary disability indemnity,

shall not exceed one hundred percent (100%) of the faculty member's normal compensation.

4.14.5 A faculty member shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized workers' compensation physician certifying the faculty member's ability to return to his/her position classification without restrictions or detriment to the faculty member's physical and emotional well-being. Leave taken under this Section shall run concurrently FMLA/CFRA.

4.15 Other Leaves

The Board of Trustees may grant other leave, either paid or unpaid, when circumstances warrant at the discretion of the Board

Article 5 – Early Retirement Incentives

5.1 Retiree Health Benefits

The District shall provide insurance benefits for retirees and their eligible dependents, until the retiree reaches age sixty-five (65) or upon the faculty member's eligibility for Medicare benefits or the faculty member's death, whichever occurs first. The retiree must meet the following criteria to be eligible for retiree health benefits:

5.1.1 The retiree must have at least ten (10) years of full-time active service in the District or its prior component districts (Washington Union High School District, American Union Elementary School District or the West Fresno Elementary School District).

5.1.2 The retiree must retire after his/her fifty-fifth (55th) birthday. He/she must also participate in the California State Teacher's Retirement System (STRS).

5.1.3 Faculty members retiring between the ages of fifty-five (55) and sixty-four (64) are eligible to receive the District's Maximum Annual Contribution as defined in Article 9 plus an additional \$5,000 subject to the provisions in Article 5.1.3.1 and Article 5.1.3.2.

Faculty members will select a plan from the health provider options provided by the district. Retirees will transition from purchasing coverage at the employee rate to the retiree rate for the plan of their choice. While the district will continue to pay their percentage of the health care cap as outlined above, this change in overall plan costs may increase the monetary contribution required of the retiree.

5.1.3.1 The District's contribution toward benefits will be equal to the lesser of the retiree's benefit as defined under 5.1.3 or the cost of the retirees plan.

5.1.3.2 Retirees are not eligible to receive cash payments for the difference of plans that cost less than the District's contribution. Faculty members selecting a plan costing more than the District's contribution are required to pay the difference.

5.1.6 After the age of sixty-five (65) or upon being eligible for Medicare benefits, whichever occurs first, the retiree may continue to participate in the District's insurance programs at his/her own expense so long as all premiums are paid in advance and so long as the retiree's participation is allowed by the provider.

5.1.7 Any retiree with fewer than ten (10) years of service in the District may purchase, at his/her own expense, health insurance to age sixty-five (65), so long as it is allowed by the District's insurance provider.

5.2 Faculty Members Retiring Prior to June 30, 2013

Article 5, section 5.1 of this agreement applies to eligible Association Faculty Members that retire on or after July 1, 2013. Faculty members that retired prior to June 30, 2013 shall retain the retiree health benefits that they were eligible for at the time of their retirement, and will not have their retiree health benefits changed by the provisions of this Article.

Article 6 – Hours

6.1 Work Day

A work day for all grade levels shall consist of seven and one-half (7.5) hours, which includes at least a thirty (30) minute duty-free lunch. A duty day shall be considered seven (7) hours.

6.1.1 The starting time for all faculty members shall be not later than fifteen (15) minutes before the start of first period and ending no earlier than fifteen (15) minutes after the end of the last period or school bell at each site.

6.1.1.1 The starting and ending times for the school day are listed below:

TK - Grade 3	8:00 AM to 2:30 PM
Grade 4 – Grade 8	8:00 AM to 3:10 PM
Grade 9 – Grade 12	8:10 AM to 3:15 PM

6.1.1.2 The duty day for faculty members are listed below:

TK – Grade 8	7:45 AM to 3:25 PM
Grade 9 – Grade 12	7:55 AM to 3:30 PM

6.1.2 All faculty members shall attend Back-to-School Night. Faculty members in grades TK-8 shall attend Open House Night. Faculty members in grades 9-12 shall attend the high school graduation.

6.1.3 Individual Education Plan (IEP) meetings will be attended by faculty members of whom the IEP student receives instruction. All efforts will be made to schedule these meetings during the work day.

6.1.3.1 Teachers who attend more than 6 (six) hours of IEP meetings outside of their work day shall be compensated at the non-instructional duty rate. Payment shall commence after the sixth (6th) hour and will be paid the sixth and a half (6.5) hour and all hours after for such meetings (in 30 minute increments). These hours shall be recorded on a timesheet, signed by the school principal and turned into payroll by the first week of each month. It is the responsibility of the faculty member to keep track of his/her hours and have them approved by his/her supervisor.

6.1.4 As a professional educator, faculty may be expected to attend faculty meetings, parent meetings, parent teacher conferences, and meetings with administrators that occur outside the normal work day.

6.2 High School Work Schedule

High School faculty members shall receive one (1) regularly scheduled class period as a prep period for planning purposes during their duty day, unless a separate buy-out is agreed to between the District and the faculty member.

- 6.2.1** With a proposed change in bell schedule from the District, the high school bell schedule can be altered in order to improve student performance and/or address student needs. Such changes can only occur with approval from a simple majority of high school teaching faculty and the District.

6.3 Elementary and Middle School Work Schedule

Faculty members in grades TK- 3 will receive a regularly scheduled block of thirty (30) continuous minutes of prep time per work day. Faculty members in grades 4-8 will receive a regularly scheduled fifty (50) continuous minutes or one (1) period, whichever is greater.

- 6.3.1** The District is looking at the best way to remedy differences in instructional minutes and prep time between sites and grade levels. The District will make every effort to solve the discrepancies before the 2013-14 school year. If the solution is not accepted by the Association or the District, it may be a reopener for the 2013-14 school year negotiations.
- 6.3.2** Within their work day, faculty members shall be required to supervise students. Supervision includes, but is not limited to; yard, cafeteria, hallway, bus, classroom, gym, and crosswalk. Supervision duties will be determined by the site principal. All efforts will be made to schedule supervision duties on a rotational basis.

Article 7 – Certificated Faculty Member Evaluation

7.1 Responsibility

The Superintendent is responsible for the evaluation of all staff. The Superintendent may designate other administrators to assist with the evaluation process.

7.2 Pre-Evaluation Process

A copy of the evaluation instrument shall be provided to the evaluatee by the evaluator at least two (2) weeks prior to a formal classroom observation (Appendix E). In addition, the principal/evaluator will provide the evaluatee with an opportunity to discuss the impending evaluation process.

7.3 Probationary/Non-Permanent Teachers

Probationary and non-permanent teachers shall be evaluated at least once each school year and the Comprehensive Teacher Evaluation Report shall be completed no later than March 1st. A probationary/non-permanent faculty member's annual evaluation shall be based on:

7.3.1 A classroom observation of at least twenty (20) minutes in length conducted no later than October 1st. The principal/evaluator shall notify the evaluatee of the date and time of the observation.

7.3.2 A second classroom observation of at least twenty (20) minutes in length shall be conducted during the first semester. The principal/evaluator shall notify the evaluatee of the date and time of the observation.

7.3.3 A third classroom observation of at least forty-five (45) minutes in length or for the entirety of the lesson shall be conducted and may be unannounced.

7.3.4 A probationary/non-permanent teacher may request that the principal/evaluator observe a lesson of his/her choice at least once prior to preparation of the Comprehensive Teacher Evaluation Report. The principal/evaluator shall make every effort to honor such a request.

7.4 Permanent Teachers

Effective July 1, 2021, the District will resume formal evaluation procedures for the permanent tenured faculty members. Tenured teachers will be formally evaluated every other employment year. For permanent teachers who have been employed by the district for at least 10 years, they will be evaluated every five years. This process will be in compliance with Education Code 44664.

The District expects faculty members to:

- a) Be a positive, professional, and productive member in their PLC, and
- b) Fully implement District Goals and Initiatives

At its discretion, the District may reinstate the evaluation for an individual faculty member on an as needed basis, at which time the Evaluation process beginning at 7.4.1 shall be followed.

At the conclusion of the June 30, 2016 term, the Association and District agree to evaluate the impact of this provision and meet/confer regarding its continuation annually.

7.4.1 A classroom observation of at least thirty (30) minutes in length of an entire lesson during the first semester. The principal/evaluator shall notify the evaluatee of the date and time of the observation at least two weeks prior to the date of the observation.

7.4.2 If at the conclusion of the first observation, the principal/evaluator determines a satisfactory evaluation will be recorded on the Comprehensive Teacher Evaluation Report, based on the one (1) observation, a second classroom observation need not occur.

7.4.3 If, at the conclusion of the first observation, there is insufficient evidence to determine a meets standard evaluation will be recorded on the Comprehensive Teacher Evaluation Report, a second observation will occur during the second semester. The observation process will proceed as described in 7.4.1.

7.4.4 When two observations conducted by the principal/evaluator result in an unsatisfactory evaluation, the faculty member will be placed on an improvement plan.

7.4.5 A permanent teacher may request that the principal/evaluator observe a lesson of his/her choice at least once prior to the Comprehensive Teacher Evaluation Report. The principal/evaluator shall make every effort to honor such a request.

7.5 Provisions Applicable to Both Probationary/Non-Permanent and Permanent Teachers

7.5.1 Classroom Observation Report. Subsequent to a classroom observation, the principal/evaluator shall complete the Classroom Observation Report and shall schedule a conference with the teacher no later than ten (10) working days from the date of the observation.

7.5.1.1 At the post observation conference, the evaluator will present the formal Classroom Observation Report and

discuss it with the teacher. When the classroom observation indicates an unsatisfactory performance or need for improvement, the principal/evaluator shall include directives/suggestions for improvement in the Classroom Observation Report.

7.5.1.2 Subsequent classroom observations and evaluations shall, in part, address those directives/suggestions and shall comment upon improvement or continuing difficulty.

7.5.1.3 All teachers are required to sign the Classroom Observation Report, as well as the Teacher Evaluation Report signifying only that he/she has read the document. He/she shall be provided the opportunity to attach a written response to the Classroom Observation Report and/or the Teacher Evaluation Report. Any such response shall become a part of the teacher's permanent record.

7.5.2 Comprehensive Teacher Evaluation Report. The Comprehensive Teacher Evaluation Report shall be both objective and narrative in nature and shall be specific in terms of any deficiency noted. It shall:

2. Contain suggestions for improvement.
3. Include any directives to be met.
4. Provide for extra-supervisory assistance.
5. Make recommendations concerning re-employment.

All evaluations shall address the California Standards for the Teaching Profession as set forth on the Comprehensive Teacher Evaluation Report form, as well as:

7.5.2.1 Pupil Progress:

Standard 1: Engaging and Supporting All Students in Learning
Standard 2: Creating and Maintaining Effective Environments for Student Learning
Standard 3: Understanding and Organizing Subject Matter for Student Learning
Standard 4: Planning Instruction and Designing Learning Experiences for All Students
Standard 5: Assessing Students for Learning
Standard 6: Developing as a Professional Educator.

7.5.2.2 Relationships: Maintaining positive and productive relationships with students, staff and parents.

7.5.2.3 Contributions: Participation in co-curricular, student, parent and staff activities.

7.5.3 By the end of the first semester Principal/evaluators shall provide written notification to any teacher whose work is unsatisfactory or about whom the principal has concern. Any additional evaluations conducted on these teachers shall be completed at least thirty (30) days prior to the end of the school year.

7.5.4 The contents of any class room observation or comprehensive teacher evaluation report are not subject to the grievance procedures in this Agreement.

7.6 Improvement Plans

The District strives to ensure all Faculty members have the support and training needed to be effective teachers. The District believes the California Standards for the Teaching Profession (CSTP) best reflect the interrelate domains of the teaching profession:

- Standard 1: Engaging and Supporting All Students in Learning
- Standard 2: Creating and Maintaining Effective Environments for Student Learning
- Standard 3: Understanding and Organizing Subject Matter for Student Learning
- Standard 4: Planning Instruction and Designing Learning Experiences for All Students
- Standard 5: Assessing Students for Learning
- Standard 6: Developing as a Professional Educator

7.6.1 If an unsatisfactory evaluation is indicated on two or more areas of Pupil Progress (see Article 7.5.2.1), an improvement plan for the faculty member will be created. The purpose of the improvement plan is to provide an opportunity for a faculty member to gain assistance and work toward improving weaknesses identified on the Comprehensive Teacher Evaluation Report.

7.6.2 In the event a faculty member faculty member is not performing duties in an effective manner as evidenced by the Comprehensive Teacher Evaluation Report, the evaluator shall notify the member in writing of such fact at the Comprehensive Teacher Evaluation Report review meeting and will schedule a meeting within ten (10) days of the review meeting to discuss the improvement plan.

7.6.2.1 The improvement plan will be the combined effort of the principal/designee and faculty member. The faculty member may invite a peer to join the improvement plan committee.

7.6.2.2 The goal of this improvement process will be to focus on establishing a direct correlation between teacher actions and student learning. The process will focus on 4 essential questions:

1. What is it we want the student to learn?
2. How will we know when each student has learned?
3. How will we respond when students experience difficulty in learning?
4. How will we enrich and extend learning for proficient learners?

A coaching model based on the Inquiry Cycle will be used to assist the development of the teacher. The Inquiry Cycle will consist of:

1. Planning a lesson.
2. Delivering the Lesson (Observed by an administrator).
3. Assessing student learning after the lesson (In conference with an administrator).
4. Analyzing the results and planning improvement in the next lesson.

Three (3) Inquiry Cycle events may be required. Thirty (30) days will be allowed for each cycle (total ninety days), but may be carried out in a shorter time frame at the discretion of the faculty member. The administrator will assess the progress of the teacher at the end of the cycles and will determine if further inquiry cycles are needed.

7.6.2.3 Throughout the course of the improvement process, the District will make available to the teacher, release time, up to (three) 3 hours, to observe model lessons. In addition, conferences shall be held as necessary between the primary evaluator and the faculty member to assist the faculty member in further correcting those areas of identified weakness.

- 7.6.3** If any permanent faculty member has received an unsatisfactory evaluation, the District shall annually evaluate the faculty member until the faculty member achieves a positive evaluation or is separated from the District.

7.7 Walkthroughs

The association will be consulted on the scope and purpose of teacher walkthroughs. At the beginning of each school year, the administrator on site will review expectations of walkthroughs to notify staff of current data.

7.8 Staff Survey

Administration Feedback - supportive of teachers, build relationships with staff, students and community.

Article 8 – Compensation

8.1 Salary Schedule/Schedule Placements. The current certificated salary schedule is attached hereto as “Appendix A.”

8.1.1 For the 2022-23 fiscal year the district shall increase the base salary on the salary schedule by 7% effective July 1, 2022. For the 2023-24 fiscal year the district shall increase the base salary on the salary schedule by 5% effective July 1, 2023. The District will complete Column V of the salary schedule effective July 1, 2022.

8.2. Payment. The annual salary for faculty members shall be divided into twelve (12) equal payments and shall be payable on the last day of each month.

8.3 Annual Notification. Each faculty member shall be notified by October 15 of the current school year where they have been placed on the salary schedule.

8.4 Preparation Time Compensation. Faculty members at any school site who volunteer to teach a course during one of their regularly assigned preparation periods shall be paid the following percentage of their annual salary for each prep buy-out. Elementary staff members receiving a 30 minute full year preparation buy-out shall be paid 9.5% of their annual salary. Middle school staff members receiving a 50 minute full year preparation buy-out shall be paid 16% of their annual salary. A high school staff members receiving a 90 minute preparation buy-out shall be paid 28.5% for a full year and 14.25% for half year, of their annual salary. Preparation buy-out compensation shall be paid monthly.

8.5 Faculty Member Substitution Pay. High school and middle school faculty members who, when requested by administration, volunteers to teach a class period during his/her preparation period for an absent faculty member, shall be compensated by the District at a rate of \$45.00/hour. Elementary faculty members who, when requested by administration teach students for an absent faculty member shall be paid \$45.00 for half of a school day and \$65.00 for a full school day.

8.5.1 Summer School Compensation. High School teachers, teaching summer school courses that receive graduation credit will be compensated based on their daily rate of pay as determined by their placement on the salary schedule on June 1 of each year prior to the start of summer school. Elementary and Middle School teachers teaching short term summer school enrichment or remediation programs will be compensated at \$45 per hour

8.6 Rules for Placement and Advancement on the Certificated Salary Schedule

8.6.1 Initial Placement

8.6.1.1 Upon initial employment by the District, a faculty member will be placed on the Certificated Salary Schedule (Appendix B) based upon prior

experience and training possessed by the faculty member as of the time of his/her commencement of services for the District.

8.6.1.2 A faculty member will be granted year-for-year credit for full-time service as a fully credentialed teacher in another public school district. Substitute service, service in a private school, or service not based upon a credential, shall not count for salary placement purposes.

8.6.1.3 Any fully credentialed faculty member who has less than a Bachelor's degree plus thirty (30) units (BA + 30) shall be placed on the Certificated Salary Schedule at Class I, Step I. The teacher shall then remain frozen at the assigned step until such time as he/she has earned thirty (30) approved units beyond the Bachelor's degree. At such time as the faculty member earns the units necessary for actual placement under Class I on the salary schedule, he/she shall be given credit for all years of prior experience.

8.6.1.4 Any non-fully credentialed teacher i.e., those serving on Internships, Short Term Staff Permits (STSPs), Provisional Internship Permits (PIPs), waivers, etc. shall be placed at column 0, step 1, as identified on the 2013-14 salary schedule. Upon completion of his/her credential, faculty member will receive step increases equal to his/her years of service.

8.6.2 Advancement

8.6.2.1 Vertical advancement on the salary schedule shall be at the rate of one (1) step for each year of teaching experience in the District. For purposes of salary schedule advancement, teaching experience is defined as being in paid status for more than seventy-five percent (75%) of the days in a school year.

8.6.2.2 All units to be used for salary schedule advancement must be upper division or graduate units. A course grade of at least a "C," or "P," in a pass/fail system, must be obtained for advancement.

8.6.2.3 In addition to upper division or graduate units, faculty members may advance on the salary schedule by meeting the following professional growth guidelines:

- A) The plan for allowing professional growth credit aside from regular college credit must have as its primary purpose the improvement in the competency of the faculty members to teach in their fields of preparation and assignment or for supplementary authorization on a credential.
- B) The aim should be to supplement formal college training with special studies and workshops devoted to current educational problems and changes in the educational program.

- C) Approval for professional growth credit must be obtained in writing from the Director of Human Resources prior to taking a course.

8.6.2.4 In order to advance a class on the salary schedule, an official transcript of credits earned or an official notice of completion must be submitted to the Director of Human Resources by October 1 of each year. All units and credits received prior to October 1 shall be used for advancement of the employee's salary column effective from the beginning of that year. Units submitted after October 1 shall be processed for advancement the following year.

8.6.2.5 Hours applicable for class advancement are semester hours. Quarter hours shall be converted to semester hours by multiplying the total of such hours by two-thirds (2/3).

8.6.2.6 Part-time faculty members shall receive placement and be provided advancement on the salary schedule in conformance with all these rules. Actual compensation, however, shall be a percentage of the amount shown at the teacher's placement level based upon the proportion of the F.T.E. assigned.

8.6.2.7 Except as set forth below, faculty members shall be paid \$1,000 annually for possession of a BA with 105 approved upper division or graduate units. A faculty member who possesses a Master's Degree shall be paid \$1,250 annually. A faculty member who possesses a Doctorate shall be paid \$2,000 annually. Educational pay outlined herein is not stackable. Faculty members that are receiving and have a BA with 90 approved upper division or graduate units prior to July 1, 2017 shall continue to receive that educational incentive pay.

8.6.2.7.1 A faculty member hired (in the former West Fresno Elementary School District) before July 1, 2007, who already possessed a Master's Degree and ninety (90) units will be grandfathered at the former advance study bonus rate of \$750 for the Master's Degree and \$750 for the ninety (90) units, and therefore shall receive a total bonus of \$1,500 per year.

Article 9- Health and Welfare Benefits

9.1 Health and Welfare Benefits for Full Time Faculty members.

- 9.1.1** The District shall provide full-time faculty members and their eligible dependents plan options through California's Valued Trust ("CVT).
- 9.1.2** The District shall provide full-time faculty members and their eligible dependents a dental plan provided through CVT.
- 9.1.3** The District shall provide full-time faculty members and their eligible dependents a vision plan provided through CVT.
- 9.1.4** The District shall provide full-time faculty members a term life insurance policy with a twenty-five thousand dollar (\$25,000) face value provided through CVT.
- 9.1.5** For purposes of this Article, "full-time faculty members" shall mean faculty members who work thirty-five (35) hours a week, seven (7) hours per day.

9.2 Payment of Health and Welfare Benefits.

- 9.2.1** For the 2017-18 school year, the District's total contribution to a full-time faculty member for health and welfare benefits, including, but not limited to, health, dental, vision, and life insurance, shall not exceed \$ 1,641.58 per month (\$19,699 annually) per faculty member on a twelve-month basis (the "District Maximum Annual Contribution"). This amount includes a one-time annual increase effective July 1, 2017 in the amount of \$125. In addition effective July 1, 2018 the Districts Maximum Annual Contribution shall have a one-time annual increase applied in the amount of \$50. Any sums in excess of the Districts Maximum Annual Contribution shall be paid, in advance, by the faculty member through monthly payroll deductions.
- 9.2.2** Commencing with the 2013-14 school year, the District Maximum Annual Contribution shall be benchmarked to CVT Plan 1A on the composite rate structure, (the "Benchmarked Plan"). The District Maximum Annual Contribution shall annually increase or decrease as set forth below depending upon the premium cost of the Benchmark Plan. To reduce health benefit costs, the parties may agree to use a lower cost Benchmark Plan at any time upon mutual agreement.
- 9.2.3** Commencing with the 2013-14 school year, any increase in health and welfare benefit premiums over the cost of the Benchmark Plan (\$ 1,457 per month) shall be shared equally between the District and faculty member, with the District paying 50% of the increased premium cost and the faculty member paying 50% of the increased premium cost. All faculty member payments shall be made through monthly payroll deductions.

9.2.4 Commencing with the 2013-14 school year, any decrease in health and welfare benefit premiums for the Benchmarked Plan shall be shared equally between the District and faculty members, with the District receiving 50% of the decreased premium cost and faculty members who select the Benchmarked Plan receiving 50% of the decreased premium cost. Faculty members shall receive their portion of any savings resulting from decreased premium costs only in the form of taxable cash compensation. Faculty member compensation resulting from benefit plan selections shall not count for calculation of the faculty member's defined contribution retirement plan under CalPERS or CalSTRS unless otherwise allowed by law.

9.2.4.1 Example of District Maximum Annual Contribution increases and decreases:

Year 1: Benchmark Plan cost = \$17,481 (District Maximum Annual Contribution)

Year 2: Benchmark Plan cost = \$18,481 (+\$1,000) [In year 2, the District Maximum Annual Contribution would be increased by \$500 to \$17,981 and faculty member contributions for faculty members on the Benchmark Plan would be implemented at the rate of \$500 per year for faculty members selecting the Benchmark Plan].

Year 3: Benchmark Plan cost = \$17,981 (-\$500) [In year 3, the District Maximum Annual Contribution would be decreased by \$250 to \$17,731 and faculty member contributions would be decreased by \$250 to a total of \$250 per year for faculty members selecting the Benchmark Plan]

Year 4: Benchmark Plan cost = \$16,981 (-\$1,000) [In year 4, the District Maximum Annual Contribution would be decreased by \$500 to \$17,231. (\$17,731 - \$500 = \$17,231). Since the District Maximum Annual Contribution exceeds the plan cost, no faculty member contributions would be required for faculty members selecting the Benchmark Plan].

Year 5: Benchmark Plan cost = \$17,981 (+\$1,000) [In year 5, the District Maximum Annual Contribution would increase by \$500 to \$17,731 and faculty member contributions would be \$250 per year for faculty members selecting the Benchmark Plan].

9.2.5 Commencing with the 2017-18 school year, if a faculty member chooses an insurance plan with a premium cost less than the District Maximum

Annual Contribution, 60% of the difference between the District Maximum Annual Contribution and the premium cost of the plan selected by the faculty member will be paid on a monthly basis to the faculty member as cash compensation in lieu of greater health benefits. Cash compensation shall be reported to the faculty member's CalSTRS account as supplemental income.

- 9.3 IRS Section 125 Plan.** The District shall offer an IRS Section 125 Cafeteria Plan. The District's Section 125 Plan shall include a Premium Only Payment Plan and Flexible Spending Accounts ("FSA") for reimbursement of eligible medical care, dependent care and other authorized expenses. Faculty members shall be allowed all elections permitted by law and the District's adopted Plan, as IRS Section 125 Plan requirements and applicable laws may change from time-to-time.
- 9.4 Required Insurance/Provider Requirements.** All full-time faculty members must select benefit plans from among the plan options allowed by the District and its providers. In addition, all faculty members, both full-time and part-time, must adhere to all requirements imposed by the District's benefit providers as those requirements may change from time-to-time. Plan rates become available during the month of May and shall be forwarded to the Association.
- 9.5 Tax/Retirement Consequences.** Neither the District nor the Association makes any representation or warranty with respect to the tax or retirement consequences of any elections made by individual faculty members. Neither the District nor the Association shall be liable for any tax or retirement consequences of elections made by unit members.
- 9.6 Health Savings Accounts.** Faculty members that select qualifying high deductible plans and meet all other legal requirements shall be allowed to participate in an IRS qualifying Health Savings Account ("HSA") to the extent permitted by law and by the District's providers.
- 9.7 Health and Welfare Benefits for Part-Time Faculty members.**
- 9.7.1** For purposes of this Article, "part-time faculty members" shall mean faculty members who work less than seven (7) hours per day, five (5) days per week.
- 9.7.2** Part-time faculty members shall have available the same health, vision, dental and life insurance options that are available to full-time faculty members; however, the District's contribution shall be made only on a pro rata basis for part-time faculty members.
- 9.7.3** Part-time faculty members may elect whether or not to participate in the District's health benefit program. However, part-time faculty members electing to participate must participate in all benefit programs, including the District's health, dental, vision and life insurance programs, and must

select benefit plans from among the plan options allowed by the District and its providers.

- 9.7.4** Part-time faculty members who participate in the District's benefit programs must pay, through payroll deductions, the difference between the District's pro rata contribution and the total cost of the coverage options selected by the faculty member (e.g., a fifty percent (50%) faculty member shall be entitled to ½ of the District's maximum contribution.) All costs in excess of the District's pro rata contribution shall be paid by the faculty member through monthly payroll deductions.
- 9.8 Affordable Care Act.** No faculty member may select a benefit plan that results in the District incurring a tax, penalty or other cost under the Affordable Care Act of 2010 as amended by the Health Care and Education Reconciliation Act. The parties agree to meet and agree on the impacts of any amendments to the act.
- 9.9 General Requirements.**
- 9.9.1** Non-bargaining unit and substitute faculty members are not eligible to participate in the District's insurance coverage programs.
- 9.9.2** Open enrolment for plan selection and changes will occur annually during the month of September. The Plan year is from October 1 to September 30.
- 9.9.2** Coverage for new faculty members shall begin the first day of the month following their date of hire, provided the faculty member has worked at least ten (10) days before the new month begins.
- 9.9.3** For faculty members whose employment ends during any given month, that faculty member shall continue to receive insurance coverage through the end of the month in which the termination occurs.
- 9.9.4** Faculty members on non-FLMA related unpaid leaves of absence shall continue to receive insurance coverage through the end of the month in which the unpaid leave begins.
- 9.10 Disagreements.** If any disagreement arises over the interpretation or implementation of this health benefits article, the parties agree to meet and negotiate.
- 9.11 Health and Welfare Benefits Committee.**
- 9.11.1** The District and Association will form a Health and Welfare Benefits Committee. The purpose of the Health and Welfare Benefits Committee is to make recommendations to the District and Association members to help maximize benefits, minimize health care costs, and determine cost containment strategies for health and welfare benefits.

9.11.2 The District and Association shall each have three (3) representatives on the Health and Welfare Benefits Committee.

9.11.3 The District will provide release time to the Association's Health and Welfare Benefits Committee representatives for purposes of attending Committee meetings.

9.12 Other Benefits.

9.12.1 Faculty members shall be permitted to join State Disability Insurance by a majority vote of faculty members.

9.12.2 Teacher Travel: When a faculty member attends a pre-approved job related conference or workshop, the District will pay all reasonable fees (hotel, parking structure fees, etc.) and expenses (mileage, meals, etc) as determined by Board Policy. The faculty member shall receive per diem reimbursements which will be calculated at the Board approval rate for the applicable year and paid prior to their departure. Original receipts received from the hotel accommodations will be submitted to the District Office for reimbursement.

Article 10 – Grievance Procedures

10.1 Purpose

- 10.1.1** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from time to time affecting the welfare or working conditions of faculty members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 10.1.2** Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.
- 10.1.3** Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be the maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
- 10.1.4** In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein may be reduced with the mutual consent of the parties so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

10.2 Procedure

- 10.2.1** Level 1- Informal Meeting. The faculty member must meet with his/her immediate supervisor within ten (10) days of the occurrence, or within ten (10) days of when the faculty member could reasonably have known of the occurrence of the act or omission giving rise to the grievance, to discuss the grievance in an attempt to resolve it informally at the lowest possible level. If the faculty member is unable to meet with his/her immediate supervisor or if grievance is not resolved at Level I, the faculty member may proceed to Level 2.
- 10.2.2** Level 2-Immediate Supervisor. Within fifteen (15) days of the occurrence, or within fifteen (15) days of when the faculty member could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance to the Immediate Supervisor in writing on the District-provided form. The grievance shall contain a clear and concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The Immediate Supervisor shall communicate a decision to the faculty member in writing within ten (10) days after receiving the written grievance. Within the foregoing time limit, either party may request a conference to discuss the grievance.

- 10.2.3** Level 3-Superintendent/Designee. If the grievant is not satisfied with the decision at Level 2, the faculty member may, within ten (10) days, appeal the decision to the Superintendent or his/her designee. This written appeal statement shall include a copy of the original grievance, the appeals, and the decisions rendered at the previous levels, and a clear, concise statement of the reasons for the appeal. The Superintendent or his/her designee shall communicate a written decision within fifteen (15) days. Within the foregoing time limit, either party may request a conference to discuss the grievance.
- 10.2.4** Level 4-Board. If the grievant is not satisfied with the decision at Level 3, the grievant may, within 10 days, appeal to the Board of Trustees. The Board will schedule a meeting to hear the grievance. At the Board meeting, the grievant and his/her representative shall have the opportunity to present the grievance to the Board in closed session. Any evidence presented by the grievant shall be limited to what had been presented at the lower levels of this procedure. The Board meeting shall not be an evidentiary hearing but shall provide both the grievant and the administration with an opportunity to fully address the grievance. Within fifteen (15) days after the matter has been submitted, the Board shall render its decision in writing.
- 10.2.5** Level 5-Mediation. In the event that the grievant is not satisfied with the decision at Level 4, he/she may request that the Association and the District request the services of a mediator from the California State Mediation and Conciliation Service within fifteen (15) days. The Association and the District shall attempt to mediate a settlement of the grievance. In no instance will the form or matter of the discussion and/or proposals during the mediating process be revealed. Only the terms of a settlement, if any, may be revealed.
- 10.2.5.1** If an agreement is reached at mediation, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.
- 10.2.5.2** If the grievant, the Association and the Superintendent or his/her designee have not resolved the grievance with the assistance of the mediator, the Association may proceed to Level 5.

10.2.6 Level 6- Binding Arbitration In the event the grievant is not satisfied with the decision at Level 5, it may, within fifteen (15) days of completion of the Level 5 proceedings, submit the grievance to arbitration. The Association and the District shall attempt to mutually agree upon an arbitrator. If an arbitrator cannot be mutually agreed upon, the Association shall request a list of five (5) arbitrators through the California State Mediation and Conciliation Service. Each party shall strike two names from the list of arbitrators in alternate order. The determination of which party shall strike first will be determined by lot.

10.3 Arbitration Hearing

10.3.1 The Association shall retain full and complete authority to determine whether or not a grievance shall be forwarded for arbitration.

10.3.2 If any question arises as to whether or not the grievance is arbitrable, such question will be ruled upon by the arbitrator prior to hearing the merit of the grievance.

10.3.3 The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within fifteen (15) days of the Association's submission of the grievance to arbitration, the parties shall request the State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

10.3.4 Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. The arbitrator shall hear evidence, respective contentions and arguments by both parties and render a decision on the issue or issues submitted to him/her.

10.3.5 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion on the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator has no power to add to, subtract from, or modify the terms of this Agreement.

10.3.6 After the hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall, within thirty (30) calendar days, submit to all parties, a written decision which will be sent to the Association and District. The decision of the Arbitrator shall be final and binding.

10.3.8 A certified court reporter shall be used to record the arbitration hearing. The Association and District shall share equally the cost of the court reporter. The cost of a transcript shall be paid by the party ordering the

transcript. If the arbitrator orders a transcript, the cost of the transcript shall be divided equally between the District and Association.

10.3.9 Each party shall pay its own costs for representation at the arbitration. The arbitrator's fees and charges shall be divided equally between the Association and the District.

10.4 Rights of the Parties

10.4.1 No reprisals will be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved person because of filing a grievance.

10.4.2 A faculty member may be represented at all stages of the grievance procedure by him/herself or, at his/her option, by a representative selected by the Association.

10.5 Miscellaneous

10.5.1 For purposes of the grievance article, a "day" shall mean a calendar day.

10.5.2 Time limits for appeal shall begin the day following receipt of a written decision by the parties involved.

10.5.3 If a grievance arises from action or inaction on the part of a member of the administration at a level above the immediate supervisor, the grievant shall submit such grievance in writing to the Superintendent and the processing of such grievance will be commenced at Level III.

10.5.4 When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he/she will, upon notice to his/her principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any faculty member who is requested to appear in such meetings or hearings as a witness will be accorded the same right.

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

10.5.6 Forms for filing grievances and making appeals will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure.

10.5.7 Failure by a grievant to meet a deadline set forth in this Article shall terminate the grievance and the grievant shall not have a right to re-file on the same set of facts. Failure by the District to meet a deadline set forth in

this Article shall give the grievant the right to proceed to the next step in the grievance process.

Article 11 – Transfers and Reassignments

11.1 Definitions

11.1.1 A transfer is defined as a change of assignment from one school site to another school site.

11.1.2 A reassignment is defined as a change in a faculty member’s specific grade level or assignment at any school site.

11.2 Voluntary Transfer/Reassignment

A faculty member may request a voluntary transfer or reassignment whenever a posted vacancy occurs.

11.2.1 Teachers may initiate the transfer/reassignment by submitting a written request to the District Personnel Office.

11.2.2 Applications for transfer/reassignment may be submitted at any time during the District’s regular office hours.

11.2.3 A transfer/reassignment application may be submitted in response to a particular opening that has been announced in the District.

11.2.4 The administration shall post notice of all known certificated vacancies. Such notice shall be posted in designated areas at each school site and through staff email, for no shorter than 5 business days. Notices shall include the position description, grade level or subject matter assignment, closing date and credential requirements.

11.2.5 Vacancies shall be filled as soon as possible after the closing date. Unselected applicants may request and receive from the District, appropriate notification of the candidate selected.

11.2.6 Vacant positions in the District’s faculty shall be posted internally and externally concurrently. Internal candidates that apply for a position, are qualified, and satisfy the program need may receive priority placement.

11.2.7 When a vacancy occurs and two (2) or more current faculty members apply for a vacant position, all criteria, below, will be considered in selecting the individual to fill the position.

- Credentials
- Experience
- Program Need
- Seniority
- Training
- Written Performance Evaluations

11.3 Involuntary Transfer/Reassignment

- 11.3.1** No vacancy shall be filled by an involuntary transfer/reassignment if there is an acceptable qualified volunteer available.
- 11.3.2** Faculty Members shall be given prompt notification of their involuntary transfer/reassignment for the coming year, and, except in unforeseen circumstances, such notification shall occur by May 1st.
- 11.3.3** A meeting between the faculty member and the Superintendent or his/her designee shall be held before the involuntary transfer/reassignment occurs, at which time the teacher shall be notified as to the reasons for the transfer/reassignment.
- 11.3.4** All involuntary transfers/reassignments shall be for reasons based on the program needs and educational needs of the District.
- 11.3.5** When filling an existing vacancy through an involuntary transfer/reassignment, the District will determine placement according to program need.
- 11.3.6** The Association and the District recognize and acknowledge that school site enrolment changes and/or unanticipated, unforeseen staffing needs may necessitate the District initiation of transfers/reassignments after the May 1st date described in paragraph 11.3.2 above.
- 11.3.7** The District will make a reasonable effort to avoid the need for involuntary transfer/reassignments through voluntary transfer/reassignment and outside hires.
- 11.3.8** Should the District be unable to avoid such an involuntary transfer/reassignment and should such action become necessary at any time less than ten (10) days prior to the start of a school year or during the school year, the teacher being transferred/reassigned shall receive three (3) days without classroom duties in order to make proper preparation for the new classroom assignment.

Article 12 – Association Rights

- 12.1** The Association shall have the right to make use of school equipment, buildings, and facilities at reasonable hours for Association business. Such equipment shall include, but is not limited to: computers, copy machines, audiovisual, sound, projection and other such equipment when it is not otherwise in use.
- 12.2** The Association shall have the right to post notices of activities and matter of Association concern on bulletin boards designated for use by the Association in faculty workrooms, lunchrooms or areas where faculty commonly meet. The Association may use the District’s faculty member mailboxes and District email, in compliance with the District’s technology use policy, for communication to its members.
- 12.3** Authorized representatives of the Association shall be permitted to transact official Association business and have access to District faculty on school property at reasonable times. The term “reasonable time” means faculty member’s break times, duty-free lunch, and any time before and after the student day when such faculty member is present upon District property, but is not expected to be performing specifically assigned duties on behalf of the District.
- 12.4** To assure safety and security of students, professional staff representatives of the Association who wish to enter the school campus during the school day shall notify the principal’s office of his/her identity and his/her status as the representative of an faculty member organization. Appropriate identification and credentials may be required in instances when management does not know the individual’s identity or affiliation.
- 12.5** Upon request, the Association shall be provided with the following documents, which may be delivered electronically via PDF files:
- Names, addresses, telephone numbers and years of service of all faculty members, no later than September 15th of each school year.
 - After presenting to the Board, one (1) copy of the J-200 budget series.
 - After posting, one (1) copy of the agenda of the Board meeting and non-confidential support materials for all meetings of the Board of Trustees.
 - Subsequent to a public meeting of the Board of Trustees, one (1) copy of Board minutes.
- 12.6** The Association President shall be granted three (3) days per school year, non-cumulative, to utilize for conducting Association business. To utilize this leave, the Association President must give two (2) days advance notification to his/her supervisor and the Superintendent or his/her designee.
- 12.7** Association representatives shall have a total of five (5) days paid leave per school year to utilize for conferences, legal consultation, or to conduct other business pertinent to Association affairs. These representatives shall be excused from school duties upon two (2) days advance notification to the Superintendent or his/her designee by the Association President.

12.8 The District Administration shall not schedule a meeting during the instructional time with a faculty member, where the faculty member has requested representation of another faculty member, unless otherwise agreed to by the Superintendent and the Association President.

Article 13 – Class Size

13.1 Class size for each grade level is defined below:

Transition Kindergarten - Kindergarten	24
Grade One – Grade Three	26
Grade Four – Grade Eight	30
Special Education Day Classes	15
Special Education Resource Specialist - per State Guidelines.	

13.1.1 In the event a faculty member in grades listed above has more than the specified number, the District will pay the faculty member \$50.00/ month for each additional student thereafter.

13.1.2 Departmentalized Middle School classrooms: Class size will be calculated based on the average rostered class load for each teacher, i.e. in the case of a 6 period day the average will be total number of students/6 periods. If this calculation is equal to or under 30, then no additional payment is due. If the average calculation is over 30 then pay will be calculated on the average overage with 30 as the base. If the calculation is under 30, but any single period is over 35, then additional pay will be due the teacher for every student above 30 in that instructional period. This will apply to each period independently.

13.1.3 Physical Education class loads for departmentalized Middle School classrooms will be based on the same formulate as 13.1.2, with the maximum average class load of 40, with 45 students as the trigger for any single period. Band class loads for departmentalized Middle School classrooms will be based on the same formulate as 13.1.2, with the maximum average class load of 40, with 60 students as the trigger for any single period.

13.1.4 Physical Education and Band for elementary classrooms where classes are combined for band and PE will follow the same rule as number 13.1.3, unless the grade level certificated teacher is present for PE supervision and instructional assistance, in which case no additional pay is due to the PE instructor.

13.1.5 The calculation will be based on a 4 week attendance month with the payment coming on the next available pay period.

13.2 Class size for high school level courses are defined below according to the course categories listed on UC Doorways A-G.

General Core Courses (Categories A, B, C and Earth Science)	32
Physical Education Courses	45
Lab Science and Shop Course (Category D and Ag Mech, Construction)	28
Electives Courses (All other courses not specified above)	36

Music courses are not subject to this article.

13.2.1 In the event a faculty member in grades listed above has more than the specified number of students, the District will pay the faculty member \$50.00/month for each additional student thereafter.

13.2.2 Class size will be calculated based on the average rostered class load for each teacher, i.e. in the case of a 6 block schedule the average will be total number of students/6 blocks. If this calculation is equal to or under the above specified class size, then no additional payment is due. If the average calculation is over the above specified class size, the amount of the overage rounded to the nearest whole number shall be paid to the employee according to 13.2.1.

Article 14 – Calendar/Work Year

- 14.1** The calendar for the 2013-2014 school year is attached as Appendix “D”.
- 14.2** Each year, April 30th, the District will establish specific calendar proposals for the following school year. These options will be reviewed by Association representatives and their choice of options and all reasonable adjustments shall be submitted to the District for consideration. The calendar will be subject to final approval and adoption by the District’s Board of Trustees. Upon such approval and adoption, said calendar shall be attached and incorporated into this Agreement.
- 14.3** Faculty members will be required to provide a maximum of one hundred eighty-four (184) contracted work days, of which one (1) day will be a classroom work day, three (3) days will be professional development days, calendared by the district.
- 14.3.1** An employee may elect to receive one day dock in pay in lieu of attendance for one in-service day.
- 14.3.2** Faculty members new to the District will provide one (1) additional day of service without additional pay for the purpose of orientation.
- 14.4** The work year will be determined on an annual basis through the collective efforts of the Faculty Association, District and the Board of Trustees. The following will not be required work days:
- 14.4.1** Saturdays and Sundays. With prior approval from the District, faculty members are permitted to render compensated services on Saturday if they choose to participate.

Article 15 – Terms and Reopeners

15.1 The term of this agreement is July 1, 2021 through June 30, 2025.

15.1.1 Washington Unified School District was established in July of 2011. The District was formed through the unification between Washington Union High School District and American Union Elementary School District and through a lapsation of West Fresno Elementary School District. The year of 2011-12 and 2012-13, all faculty members operated under previously mentioned teacher contracts.

15.2 This agreement, including provisions agreed upon through re-openers, shall remain in full force and effect until a successor agreement is ratified.

15.3 Both parties may reopen salaries, benefits, and up to two (2) other articles annually.