



AGREEMENT BETWEEN

**WINDSOR UNIFIED
SCHOOL DISTRICT**

AND

**WINDSOR DISTRICT
EDUCATORS ASSOCIATION
CTA/NEA**

July 1, 2023 – June 30, 2026

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PREAMBLE

This agreement is made and entered into this day **1st day of July 2023** between Windsor Unified School District, hereinafter referred to as the "District" and the Windsor District Educators Association (WDEA) CTA/NEA, hereinafter referred to as the "Association."

The District and the Association agree to take responsibility and be held accountable for the improvement of the quality of teaching and learning which represents an expanded role in public education. It is in the best interest of the Windsor Schools that the District and the Association cooperatively engage in activities and communication which demonstrate mutual respect for all stakeholders and results in the improvement of student achievement through development of common goals, a cooperative, trusting environment and teamwork. The District and Association believe that actively and constructively involving all relevant stakeholders contributes significantly toward achieving these goals.

Shared responsibility and accountability for results are at the core of a continuous improvement model. Joint responsibility for student success means that educators share in celebrating what works and share in identifying together areas that are not working and are in need of improvement.

ARTICLE I – RECOGNITION

- 1.1 The District recognizes the Association as the exclusive representative for all regular certificated employees but excluding those employees designated as Supervisory, Confidential, Management and day-to-day substitutes.

ARTICLE II – MANAGEMENT RIGHTS AND DISTRICT POWERS

- 2.1 It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in, but not limited to, those duties and powers are the rights to: direct the work of its unit members; determine the methods, means and services to be provided; establish the educational philosophy and the goals and objectives; ensure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum, build, move or modify the facilities; develop a budget; develop and implement budget procedures; and determine the methods of raising revenues. In addition, the District retains the right to hire, assign, evaluate, promote, terminate, and discipline unit members, and to take action on any matter in the event of an emergency.
- 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
- 2.3 The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.
- 2.4 The District retains its rights to amend, modify or rescind policies and practices referred to in the Agreement in cases of emergency, which shall be defined as an event or happening that is extraordinary. The determination of whether or not an emergency exists is solely within the discretion of the District. The Association Site Representatives will be informed in a timely manner.

ARTICLE III – WAGES

- 3.1 Effective July 1, 2023, the salary schedule shall be increased by 8%.
Effective July 1, 2024, the salary schedule shall be revised and increased by statutory COLA, less the .033% implementation costs of the salary schedule reconfiguration.
- 3.2 Salary guidelines are reflected in Appendix A-2.
- 3.3 Unit members who possess a Bilingual Certificate shall earn an additional \$800.00 per year. Unit members who have earned Masters and/or earned Doctorate Degree(s) or earned National Board Certification shall be paid an additional \$1000.00 per year for each.
- 3.4 Special Education Teachers shall earn an additional \$800.00 per year.
 - 3.4.1 Effective July 1, 2017, a stipend of \$800 (separate from and in addition to the stipend in 3.4) will be paid to unit members who meet both of the following criteria:
 - 3.4.1.1 Hold a moderate/severe credential; and
 - 3.4.1.2 Teach a District-designated Emotionally Disturbed class.

This stipend will be prorated for part-time teachers or those who teach an Emotionally Disturbed class part-time.

- 3.5 Unit members shall be compensated for agreed-upon extra duty assignments performed beyond their regularly scheduled hours (e.g., kindergarten screening, oral translations, class coverage, District-directed curriculum or grant writing, etc.). Unit members shall have the discretion to accept extra duty assignments.

Extra hourly assignments identified as “instructional” or “non-instructional” shall be compensated at a rate of \$40 per hour unless otherwise noted in this agreement.

- 3.5.1 For the purposes of this section, the term “instructional” shall be defined as: Direct delivery of instruction to students or adults, outside of the unit member’s regular teaching assignment. Examples of instructional duties may include, but are not limited to: class coverage, kindergarten screening, administration of student assessments, night school instruction, Home and Hospital instruction.

Instructional assignments may also include agreed-upon preparation time directly associated with the related instruction. Unit members shall be compensated at a rate of \$35.00 per hour for professional document translation services and for administrative supervision of extra-curricular events if said performance warrants remuneration for work that occurs outside their regular duty day.

Examples of “non-instructional” duties include, but are not limited to: attending meetings, curriculum writing, conference attendance, moving/packing, meeting preparation, oral translations, test proctoring.

- 3.6 Speech therapists and nurses shall receive a position factor of 5% of their salary (base annual salary plus masters/doctoral stipend(s), if applicable) to be added to their monthly pay warrant.
- 3.7 Counselors hired before July 1, 2012, shall receive a position factor of 5% of their salary (base annual salary plus masters/doctoral stipend(s), if applicable) to be added to their monthly pay warrant as compensation for duties performed outside of the regular duty day and in addition to adjunct/supervision duties assigned to other unit members at the same school site. The annual extra duties performed by each counselor shall be equivalent to 5% of their total yearly hours and be limited to duties prescribed within the counselor job description. These extra duty hours may be performed before or after work hours or during weekends, summer recess or other non-duty days. Unit members hired on or after July 1, 2012, shall not receive a position factor of 5% of their salary. Site principals and counselors shall collaboratively assess counseling priorities at their school site and annually agree upon those extra duties to be performed.
- 3.8 The new teacher in-service day shall be paid at the new teacher's per diem rate.
- 3.9 Unit members assigned to extra duty will be paid in accordance with the Extra Duty Stipend Schedule, Appendix A-3 to this contract. Unit members serving in coaching positions shall be paid in accordance with the Coaching Salary Schedule, A-4 in this contract.
- 3.10 Home and illness teaching assignments shall be offered first to unit members who have such students on his/her daily register.
- 3.11 In those instances when preparation period substitutes are not available for self-contained classrooms, unit members who lose preparation periods will be compensated at the hourly rate per period after the first time this occurs.
- 3.12 Independent Study conditions:
- 3.12.1 Class size for a given Independent Study teacher shall not exceed thirty students.
- 3.12.2 A class size of six students shall constitute a .20 FTE position as follows:
- | | | |
|-----|----------|------|
| 1-6 | Students | .20 |
| 12 | Students | .40 |
| 18 | Students | .60 |
| 24 | Students | .80 |
| 30 | Students | 1.00 |
- 3.12.3 For every student between the above noted FTE cutoffs \$5.00 per day per student compensation will be provided.
- 3.12.4 FTE assignment shall be adjusted on the basis of enrolled students as of the eighth day of each month.

- 3.12.5 It is the intent of the independent study program to keep the same students with the same teacher on a continuing basis. This does not preclude the administration and staff from transferring students between teachers when it serves the best interest of the child.
- 3.12.6 In cases when a class load exceeds 30 for one trimester/semester, an appropriate vacancy will be advertised.
- 3.12.7 Given all instructional issues being equal, assignments of increased FTE shall be offered to independent study staff on a seniority basis.
- 3.13 Summer School
 - 3.13.1 Summer school teachers will be compensated at the hourly rate indicated in Section 3.5.
 - 3.13.2 In addition to the paid hours for instructional time, each teacher will be paid for two hours of pre-service for each week of instruction and for up to one (1) hour per week for staff meetings, as required by the summer school principal.
- 3.14 Student Study Team (SST) Allocation
 - 3.14.1 Each District school (excluding the high school), upon submission of its Student Study Team (SST) budget, will receive an allocation of up to \$2000.00 for use by its SST to pay for any or all of the following expenses: stipends for team leaders (see stipend schedule), extra duty hourly pay for SST members or teachers assisting the team (see Article III, 3.5), substitutes for teachers attending SST meetings, general clerical support and/or SST-related training of team members or staff.
 - 3.14.2 Teachers bringing students to SST meetings are expected to participate in such SST meetings as part of their professional responsibilities, and will not be paid extra for such participation.
 - 3.14.3 It is agreed that, as referenced in Article IV, 4.2, if an SST meeting is scheduled before a school day begins, unit members including the referring teacher shall be compensated for that time at the applicable extra duty hourly rate of pay, in half-hour increments.
- 3.15 Staff Development Days
 - 3.15.1 Two (2) District-directed Professional Development days (October 18, 2019 and February 7, 2020), bringing the 19/20 work year to 186 days, with a commensurate salary increase. These days shall not continue year-to-year unless so negotiated. Unit members may not take personal necessity leave on the Professional Development days.

- 3.15.2 The Superintendent, or designee, shall consult with the Association representatives regarding the content of the material to be covered on staff development days. The Superintendent shall make the final decision regarding the content of staff development days.

ARTICLE IV – HOURS

- 4.1 The hours of employment of unit members shall be effective over a school year consisting of 180 days of instruction, three non-instructional teacher workdays, and three staff development buy-back days, for a total of 186 workdays. Teachers new to the District will have one (1) additional non-instructional paid workday. Middle School counselors shall have five (5) additional paid workdays. The District Librarian and High School counselors shall have ten (10) additional paid workdays.
- 4.2 All unit members shall be present at the school site for a period of time sufficient to carry out all professional duties and responsibilities of their assignment, including the requirement of being at their respective school not less than fifteen (15) minutes before the time student instruction commences. Such time before school commences shall be duty free time for the unit member.
- 4.3 Preparation time, subject to the provisions of 4.3.1 shall be provided on instructional days as follows:

<u>GRADE</u>	<u>AVERAGE NUMBER OF PERIODS PER WEEK</u>
4-5	2
6-12	5

- 4.3.1 Upon request, individual teachers may agree to waive their planning and preparation time, in order to direct or assist in special events.
- 4.3.2 Preparation coverage for grades 4 and 5 shall be provided by an Auxiliary Teacher provided by the District. The content delivered by the Auxiliary Teacher shall be determined by the District. Class size for the Auxiliary Teacher shall not exceed the regular teacher's actual class size and Auxiliary Teachers shall not be eligible for overage compensation.
- 4.3.3 If an Auxiliary Teacher works at more than one campus, the teacher and the site administrators shall mutually develop a schedule for responsibilities during planning time, staff meetings and other staff functions.
- 4.3.4 Preparation time for Auxiliary Teachers shall be determined by total student contacts. Based upon the total number of students taught by the Auxiliary Teacher, preparation periods shall be as follows:
- | | | |
|-------------|----------|----------------------------|
| 1 – 150 | students | 2 preparation periods/week |
| 151 – 300 | students | 4 preparation periods/week |
| 301 or more | students | 5 preparation periods/week |
- 4.3.5 Preparation periods for Auxiliary Teachers shall be at least 40 minutes with a maximum of one preparation period per day.

- 4.4 The District will consult with the Association on the number and placement of staff development days.
- 4.5 The District will negotiate the teacher's work calendar for each school year. The calendar will be placed in this agreement as Appendix C.
- 4.6 Unit members are expected to complete lesson plans, prepare for instruction, evaluate student work, and carry out all other traditional duties and responsibilities expected of certificated unit members, including duties which may require unit members to work outside their regular work hours. Examples of such duties include but are not limited to:
 - 4.6.1 Record keeping
 - 4.6.2 Orientation workshops
 - 4.6.3 Common Planning Time. Unit members will have 75 minutes of uninterrupted common planning time each Wednesday, which does not reduce scheduled instructional minutes, and may be used for common planning purposes: including, but not limited to , grade level or subject area meetings, team planning, collaboration planning, curriculum planning, department chair meetings, parent conferences, school visitations, articulation, and/or professional growth opportunities. The following schedule will be used for Wednesdays in a month:
 - 4.6.3.1 Two meetings with the agenda determined by the site administrator.
 - 4.6.3.2 One grade level/department meeting with the agenda determined by the grade level/department.
 - 4.6.3.3 One teacher work session on a topic or topics determined by the site's Common Planning Time Committee. Such topics may include, but are not limited to, time for grades/report card, preparation for Open House, preparation for Back to School Night, articulation, team planning, professional growth activities, and other activities.
 - 4.6.3.4 The Common Planning Time Committee will be determined at each site, but shall include at least: one site administrator, one WDEA site representative, and one grade level/department representative.
 - 4.6.3.5 In the event a month has five Wednesdays, the additional Wednesday will also be a teacher work session on a topic(s) determined by the site's Common Planning Committee.

The order in which these meetings/work sessions occur in a month may vary. Agendas for every meeting/work session will be distributed to the faculty and site administration by the meeting organizer (site administrator, grade level/department representative, or Common Planning Time Committee) at least one day in advance of the meeting. The District

reserves the right to call additional faculty meetings should an emergency need arise. Agendas for the regular faculty meetings shall be provided to teachers at least one day in advance of the meeting. Agendas for the other Wednesdays will be generated collaboratively.

Unit members serving multiple sites will only be required to attend faculty meetings at one site.

- 4.6.4 K - 8 supervision duties are limited to p.m. bus supervision and a.m. recess. Duties and responsibilities shall include rotating and non-rotating assignments. Rotating duties shall be assigned in a balanced manner so that all unit members assume a fair share of such duties. Rotating duties shall be limited to p.m. bus supervision and a.m. recess. To facilitate the attendance of all unit members at scheduled faculty meetings, Wednesday afternoon bus duty will not be required.
- 4.6.5 "Back-to-School Night" meetings. All unit members shall attend Open House and Back-to-School Night meetings. Unit members involved in activities and programs such as the Winter Program and a multi-cultural activity shall attend such programs on the basis of their involvement.
- 4.6.6 Unit members who work at more than one site and who are not covered under Article 3.6 shall be compensated at the contractual hourly rate if required to attend more than one (1) Back-to-School night.
- 4.6.7 Each Windsor High School unit member may be assigned to organize, supervise and/or assist in up to four (4) student activity events per school year. These adjunct duties shall be assigned on an equitable basis and in proportion to the unit member's FTE. The assignment of adjunct duties for each unit member shall be made from a general list of duties which has been agreed upon by the site principal and the WDEA representative. WDEA and the site principal shall develop job descriptions, as needed, covering key points and responsibilities of the major adjunct duties. The District shall ensure adequate staffing at school events where adjunct duties are assigned.
- 4.7 The Association may appoint a representative at each school site to consult with the principal on traditional duty assignments. The intent of this provision is to explore ways to improve the efficient use of teacher time in carrying out traditional but non-instructional duties. The representative and the principal shall seek mutually agreeable solutions, but the principal shall retain the right to assign traditional duties during the consultation period and after the consultation period if a mutual solution has not been reached. The principal shall not be unreasonable in considering the proposals offered by the Association representative.
- 4.8 Should the District propose to change the instructional day, it shall notify the Association of its proposal and shall meet and negotiate with the Association upon request. The District may make minor adjustments to individual school schedules that do not lengthen the work time of unit members. The current year's bell schedules for each of the District's schools shall be attached to this Agreement and incorporated herein as Appendix D.

4.9 Agreement to Teach “Zero Period” Class

A unit member who teaches zero period does so by mutual agreement as reflected on the proper form (Appendix E). If a unit member teaches a zero period class, their full instructional day shall not be longer than the regular non-zero period school day. Zero period will be scheduled such that the unit member can attend Common Planning Time meetings.

4.10 Agreement to Teach in Excess of 1.0 Full-time Equivalent

In the event a teacher cannot be found to fill a vacant position, a teacher’s assignment may exceed 1.0 FTE by mutual agreement, as reflected on the proper form (Appendix F).

ARTICLE V – CLASS SIZE

5.1 Class size maximum for TK-8, excluding middle school, shall be established as follows:

TK-3	24
4-5	30
6-8	30

5.1.1 TK-3 class size shall not exceed 24 as long as Class Size Reduction funding continues. If funding for TK-3 Class Size Reduction is discontinued, the class size maximum for grades TK-3 shall return to 29.

5.1.2 Efforts will be made to distribute students as evenly as possible. Unless there is mutual agreement between the affected teachers and the site administrator, there will be no more than a two-student variable between any two regular self-contained classrooms or any two immersion classes in the same grade level. Any disputes as to the placement of students shall be submitted to the site administration for resolution. If not resolved within five (5) days, the dispute shall be submitted to the District administration.

5.1.3 Site administration should take into consideration the number of mainstream students in a class when placing students new to the District so that teaching loads are equitable.

5.1.4 Combination classes shall not exceed the following maximums:

TK/K, K/1, 1/2, 2/3	=	22
3/4	=	28
4/5, 5/6	=	29
6/7, 7/8	=	30
6/7/8	=	29

The TK/K, K/1, 1/2, 2/3 combination class size shall not exceed 22 as long as Class Size Reduction funding continues. If the funding for K-3 Class Size Reduction is discontinued, the class size maximum shall return to 28.

Teachers placed in a combination class assignment shall have a minimum of three years teaching experience and have taught in one or more of the grade levels assigned.

5.1.4.1 This section applies only to those elementary class formations that are not subject to Class Size Reduction in regular education elementary schools and is limited to classes in grades TK-6. This section does not apply to multi-grade specialty intervention classes or programs (i.e. English Language Learners, Title I, Special Education, etc.).

In classes with 25 students or more within a two or more grade level configuration combination class, teachers assigned to this class will receive the support of a 3.75 hours/day instructional assistant for assistance within the core content areas (i.e. reading, language arts, and math).

The maximum class size for these combination classes shall not exceed 28 students, without the consent of their teacher. For teachers in their first year of a multiple grade level combination assignment, the District will provide 3 days of additional paid preparation time, paid at the teacher's per diem rate, before the start of school or shall provide 3 days of substitute release time during the school year, as mutually agreed upon by the site principal and the teacher.

5.1.5 If, after the first ten (10) days of instruction, the classes in a TK-5 classroom grade level exceed the above maximums, the following procedures shall be followed:

5.1.5.1 The site administrator shall bring the matter to the attention of the Superintendent or designee.

5.1.5.2 Within the next five (5) working days the District and Association representative shall meet and negotiate a resolution. If no agreement is reached by this time, Option (c) will be implemented.

5.1.5.3 Remedies may include but are not limited to:

- a. Hire additional teacher(s);
- b. Reorganize the classes in the affected grade levels;
- c. Compensate the affected teachers \$5.50 per student over the maximum class size per day for grades TK-3 or \$5.00 per student over the maximum class size per day for grades 4-5. This compensation becomes effective after the fifteenth (15) day of the school year. If a teacher has overages in days 1-15, but not day 16, the teacher will not be paid overages for days 1-15. If a teacher has overages in days 1-15 and these continue into day 16, the teacher will be paid overages for the number of students who are over the maximum as of day 16 for days 1-15. Overage forms must be submitted to the District no more than 90 days following the last day of the month for which overage payment is warranted.

5.2 Windsor Middle School Class Size:

5.2.1 If, after the first fifteen (15) days of instruction, class size per period exceeds 30 students, or 38 students in P.E. classes, excluding student teaching assistants, regular education teachers (excluding P.E. and music) will be compensated for every day enrollment has been, or continues to be, over the maximum enrollment limits:

For the 31st or 32nd student within an individual class - \$1.75/student/period/day

For the 33rd or 34th student within an individual class - \$5.00/student/period/day

For the 35th student and for each student above 35 within any individual class - \$10.00/student/period/day

5.2.2 Physical Education teachers will be compensated at the following rate:

For the 39th and 40th student within any individual class - \$1.75/student/period/day

For the 41st and 42nd student within any individual class - \$5.00/student/period/day

For the 43rd student and for each student above 43 within any individual class - \$10.00/student/period/day

Maximum student contacts for Physical Education and music teachers will be 179 students for a five period teaching schedule. Physical Education and music teachers will be compensated at the following rate (pro-rated for part-time P.E. and music teachers):

180 – 182 total student contacts - \$1.75 per day for each student within the range

183 – 184 total student contacts - \$5.00 per day for each student within the range

185 total student contacts and over - \$10.00 per day for each student over 184

5.2.3 Performance/Non-beginning music, chorus and strings shall not be more than fifty (50) students. An appropriate facility will be provided with administration taking into consideration the number of students and type of program offered.

For chorus, an accompanist will be provided when the class size exceeds forty-five (45), if requested by the unit member.

5.2.4 Overage compensation becomes effective after the fifteenth (15th) day of instruction. If a teacher has overages in days 1-15, but not day 16, the teacher will not be paid overages for days 1-15. If a teacher has overages in days 1-15 and these continue into day 16, the teacher will be paid overages for the number of students who are over the maximum as of day 16 for days 1-15. Overage forms must be submitted to the District no more than 90 days following the last day of the month for which overage payment is warranted.

5.3 At the high school and Cali Calmécac Language Academy grades 6-8, maximum regular education classroom enrollment per FTE teacher shall be:

158 students (excluding student T.A.'s)

208 students - Music and P.E Teachers

- 5.3.1 After the first fifteen (15) days of instruction, class size per period shall not exceed 32 students, or 38 students in P.E. classes, excluding student teaching assistants, unless agreed to by the teacher. This provision applies to all teachers, except special education or music teachers, regardless of F.T.E. percentage.
- 5.3.1.1 Performance/Non-beginning music, chorus and strings shall not be more than fifty (50) students. An appropriate facility will be provided with administration taking into consideration the number of students and type of program offered.
- 5.3.1.2 For chorus, an accompanist will be provided when the class size exceeds forty-five (45), if requested by the unit member.
- 5.3.2 If, after the first fifteen (15) days of instruction, the regular classroom enrollment at the high school exceeds the total student contact number in 5.3 above, the following procedures shall be followed:
- 5.3.2.1 Teachers will be compensated at the following rates for every day enrollment has been, or continues to be, over the maximum enrollment numbers:
- | | |
|---|---|
| 159 th – 164 th student - | \$1.75/student/ day for each student within the range
[P.E. & Music enrollment of 209-214] |
| 165 th student – above | \$10.00/student/ day for each student over 164
[P. E. and Music enrollment of 215-above] |
- 5.3.2.2 Item 5.3 shall apply to teachers who have a 1.0 full time equivalency (F.T.E.) assignment. The maximum enrollment shall be prorated for teachers with a .67 through .99 F.T.E. assignment.
- 5.3.2.3 Overage compensation becomes effective after the fifteenth (15th) day of instruction. If a teacher has overages in days 1-15, but not day 16, the teacher will not be paid overages for days 1-15. If a teacher has overages in days 1-15 and these continue into day 16, the teacher will be paid overages for the number of students who are over the maximum as of day 16 for days 1-15. For example, if enrollment varies from 159-169 during days 1-15, and on day 16 the teacher has enrollment of 161 (3 students over the maximum), the teacher will be paid for the additional 3 students for days 1-15 but the teacher will not be paid for the specific number of overages on each day 1-15. Overage forms must be submitted to the

District no more than 90 days following the last day of the month for which overage payment is warranted.

5.4 Maximum class size for Special Day Class shall be 14 students.

5.4.1 For a class size from 15-19, the Director of Special Education, in consultation with the teacher and administrator, will take one of the following steps:

- a. Hire an instructional aide for the class; or
- b. The teacher will receive \$5.50 per day for each student over the maximum class size of 14; or
- c. Form a new class.

5.4.2 Beginning with the 20th student, the Director of Special Education, in consultation with the teacher and administrator, will take one of the following steps:

- a. Hire an instructional aide for the class and the teacher will receive \$5.50 per day for each student over 19; or
- b. Form a new class.

5.4.3 At 22 students, the District will form a new Special Day Class.

5.5 Case load maximums for all RSP teachers will be consistent with the current California Education Code and/or other state or federal requirements.

ARTICLE VI – HEALTH AND WELFARE

6.1 Health (Medical Insurance)

6.1.1 The District shall provide unit members and their eligible dependents with a choice of comprehensive medical insurance plans as negotiated by the District and the Association, so long as equivalent coverage is maintained. Currently available plans are listed in Appendix A-5.

6.1.2 Effective July 1, 2023, the District shall contribute a maximum of the following amounts towards medical premium costs annually:

- a. Employee only: \$10,501.70 (\$875.14/mo.)
- b. Employee + 1: \$18,794.00 (\$1,566.17/mo.)
- c. Employee + children: \$15,437.59 (\$1,286.47/mo.)
- d. Employee + Family: \$22,789.72 (\$1,899.14/mo.)

Effective July 1, 2024, the District shall contribute a maximum of the following amounts towards medical premium costs annually:

- a. Employee only: \$10,685.48 (\$890.46/mo.)
- b. Employee + 1: \$19,122.90 (\$1,593.57/mo.)
- c. Employee + children: \$15,707.75 (\$1,308.98/mo.)
- d. Employee + Family: \$23,188.54 (\$1,932.38/mo.)

6.1.3 The District contribution for part-time unit members will be prorated in accordance with the percentage of part-time employment. The District's premium contribution will be determined by taking the total medical premium, multiplied by the unit member's percentage of FTE, multiplied by the District's contribution level. For example, in the case of a .5 FTE unit member choosing a Tier 2 plan, the District will pay 85% of .5, or 42.5% of the total medical premium costs.

6.1.4 District-paid medical premiums, as provided in section 6.1 of this Agreement, shall be considered a non-transferable benefit and the District shall be relieved of any and all premium contribution obligations in the event that a unit member elects to decline medical coverage.

6.2 Dental Insurance

6.2.1 The District shall provide full time unit members and their eligible dependents with a fully paid DELTA dental insurance plan or other dental plan with at least comparable coverage including orthodontics with the same percentage coverage as before.

6.2.2 District contribution for part-time unit members will be prorated in accordance with the percentage of part-time employment.

6.3 Vision Insurance

6.3.1 The District will provide for each full-time unit member and their eligible dependents, a fully paid vision care with Vision Service Plan or other vision plan with at least comparable coverage.

6.3.2 District contributions for part-time members will be prorated in accordance with the percentage of part-time employment.

6.4 Domestic Partner Coverage

Unit members' registered domestic partners and their dependents shall be eligible for medical benefits on the same terms as unit members' spouses and their dependents. Enrollment is available only during the district's open enrollment period for changes to medical coverage.

For purposes of this provision, a domestic partnership shall exist when two persons have filed a Declaration of Domestic Partnership with the Secretary of State and have otherwise satisfied the requirements of California Family Code sections 297 et seq., or when a substantially equivalent legal union has been validly formed in another state.

6.5 Retiree Coverage

Unit members hired before July 1, 2005, who have at least ten (10) years of service credit within the WUSD and at least 20 years of service credit within California as defined by STRS, are eligible for 80% District-paid retiree and spouse or retiree's unmarried surviving spouse health benefits (medical, dental, and vision) for five years or until the unit member reaches (or would have reached) age 65, whichever is earlier. Unit members hired on or after July 1, 2005, with at least 15 years of service credit within the WUSD as defined by STRS, are also eligible for the 80% District-paid benefits described above. Spouses and domestic partners of retirees are not covered unless the marriage or domestic partnership commenced prior to the retirement.

Unit members hired on or after July 1, 2019 who have at least 20 years of service within WUSD may receive the District contribution toward health/welfare benefits in the year of retirement for five (5) years or until the unit member reaches age 65, whichever is earlier.

6.6 Long Range Planning

The Association and the District negotiating team agree to examine the long-range impact of step, column and benefit costs associated with agreements between WDEA and the District for the purpose of maintaining the fiscal health of the District. In order to partially cover the cost of postretirement health benefits, the parties agree that the District will contribute and set aside a percentage of gross payroll costs in a separate fund designated for this purpose. The percentage may range from 0% to 1%, at the discretion of the Board of Trustees.

ARTICLE VII – LEAVES

7.1 General Provisions

- 7.1.1 Unit members must report, when possible, absences in advance, so that substitute arrangements can be made.
- 7.1.2 Upon return from absence, the unit member shall return a completed District form specifying the type of leave.

7.2 Sick Leave

- 7.2.1 Unit members shall be granted sick leave in accordance with appropriate sections of the Education Code. In any calendar year, unit members may use up to six days of accrued sick leave to attend to the illness of a child, parent, or spouse. This is in addition to days available under 7.4 Personal Necessity.
- 7.2.2 The District may request medical verification for an illness of five (5) or more consecutive days or if the District has a reasonable belief that an abuse of sick leave has occurred.
- 7.2.3 A unit member returning to work from extended illness or injury absence shall provide a doctor's release, prior to returning to duty, upon request of the District.
- 7.2.4 After a unit member who is absent due to injury or illness has exhausted his/her accumulated sick leave, he/she shall be paid for a maximum of 100 school days from the date of the exhaustion of any sick leave (including donated sick leave bank days), the difference between his/her salary rate and the compensation actually paid a substitute or that would have been paid a substitute.

7.3 Maternity, Adoption, Child Rearing and Family Care Leave

7.3.1 Maternity Leave

In accordance with 44965 of the Education Code, the Board shall provide for leave of absence from duty for any teacher of the District who is required to be absent from duties because of her own pregnancy, miscarriage, childbirth. The date on which the leave shall commence shall be determined by the teacher and the teacher's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery are, for all job-related purposes, temporary disabilities.

7.3.2 Parenting Leave

Unit members shall be entitled to utilize up to ten (10) days of accumulated sick leave for the purpose of caring for the needs related to the birth or adoption of their child.

7.3.3 Child Rearing Leave

Upon request, the Board shall provide a unit member who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing the child. Such leave may be part of a semester, the remainder of a semester, or a school year.

7.3.3.1 A teacher who will be on leave through the end of the school year shall notify the District no later than May 1 as to their intent to return for the following year. A teacher may request an extension of the leave. Such a request shall be subject to the approval of the Board.

7.3.4 Family Care Leave

The parties agree to include abide by Family Care Leave law in both federal and state statutes.

7.4 Personal Necessity Leave

7.4.1 Up to seven (7) days of accumulated sick leave may be used by a unit member, at his/her election, in cases of compelling personal necessity. Personal necessity leave shall be taken for reasons that the unit member cannot reasonably be expected to ignore and cannot be dealt with outside of the regular workday.

7.4.1.1 Unit members shall not be required to secure advance permission for leave taken for the following reasons:

- a. Death or serious illness of a member of his or her immediate family. The immediate family is defined in Section 7.5.
- b. Accident, involving his or her person, property, or a member of the immediate family.

7.4.1.2 All other personal necessity leave requests shall be made at least 48 hours prior (except in unusual circumstances) to the effective date of the request.

7.4.1.3 It is agreed that Personal Necessity Leave is for instances of personal and professional need, and as such, a stated reason for the Personal Necessity Leave will not be required. WDEA leadership and District administration will work collaboratively to publicize the appropriate use of these days to all certificated staff. Personal Necessity Leave shall not be used solely as an extension of a local, state or federal holiday.

7.5 Bereavement Leave

Each member of the bargaining unit shall be entitled to three (3) days bereavement leave or five (5) days if out of state travel or 300 miles or more of travel is required with full pay when absent, when such absence is caused by the death of a member of his/her immediate family. Members of his/her immediate family are spouse, mother, mother-in-law, father, father-in-law, grandmother, grandfather, sister, sister-in-law brother, brother-in-law,

daughter, daughter-in-law, son, son-in-law, grandchild, aunt, uncle, niece, nephew, stepmother, stepfather, of the unit member or spouse or anyone living in the immediate household of the unit member or anyone who over a period of time has held a place of such a member. The three (3) days of Bereavement leave shall be extended to five (5) days for the death of the employee's spouse, or death of the employee's or spouse's child, or parent. This is in addition to any other leave.

7.6 Jury Duty Leave

In the event that any unit member is called for jury service or for service as a subpoenaed non-litigant witness in a court of law or any other tribunal for which provision is made in the Statutes of the State of California, the District shall pay the unit member's regular salary and the unit member shall pay over to the District all monies received for such jury or witness service, except those paid reimbursing the member for travel expenses.

7.7 Unpaid Leave

7.7.1 The District may grant an unpaid leave of absence upon written request when it is deemed to provide a future value to the District. A permanent unit member may request a leave of absence without pay for a period not to exceed one (1) year. Approval of such leave shall be at the sole discretion of the Board. At the Board's discretion, such leave may be extended for one (1) additional year if requested by the unit member. Time spent on personal leave without pay shall not count toward salary step advancement and sick leave days shall not be accrued, but unused sick leave days held at the start of the leave shall be reinstated upon return. Health and welfare benefits shall not be paid.

7.7.2 The following types of unpaid leaves will be considered:

- a. Study Leave
- b. Health or Disability Leave
- c. Political Leave
- d. Association Leave
- e. Extended Emergency Leave

7.7.3 Unit members granted such leave shall give written notice to the Board of their intent to return to the District no less than thirty (30) days prior to expiration of the leave, or before March 1st, whichever is earlier. Failure to provide such written notice to the District shall constitute an automatic resignation.

7.7.4 Upon return from leave under Article 7.7, the unit member shall have rights to a position consistent with the unit member's credential(s).

7.8 Sick Leave Bank

- 7.8.1 Due to catastrophic illness/injury of a unit member or member of his/her immediate family any other unit member may transfer on a voluntary basis a portion of his or her accumulated sick leave.
- 7.8.2 The unit member who is voluntarily contributing the sick leave days shall be responsible to fill out the necessary authorization form to initiate this action and to deliver that form to the Superintendent or designee.
- 7.8.3 A unit member who voluntarily transfers sick leave days shall not be entitled to have that sick leave reinstated even if it is not used by the recipient employee. Such transfer is irrevocable. A unit member receiving transferred sick leave may only use the sick leave while the employee, or his/her family member suffers from the condition that precipitated the transfer of the sick leave. If the employee recovers or dies with unused transferred sick leave the outstanding sick leave will remain in the District bank.
- 7.8.4 The unit member shall notify Personnel of the catastrophic illness who will in turn refer the unit member to WDEA. WDEA shall have responsibility for determining whether a unit member has suffered a catastrophic or life threatening sickness or accident rendering the unit member eligible to receive transferred sick leave.
- 7.8.5 No unit member may receive transferred sick leave from another unit member unless the receiving employee has exhausted all of his or her accumulated sick leave, or if workers compensation leave or STRS disability is granted.
- 7.8.6 The maximum amount of time during which donated leave credit may be used is twelve (12) consecutive months, from the date the unit member exhausts his/her accumulated sick leave.
- 7.8.7 The Superintendent/designee and WDEA shall ensure that all donations are confidential.
- 7.8.8 Unit members who are denied a withdrawal or have availability of sick leave bank days terminated may within thirty (30) days of denial appeal in writing to WDEA executive board. WDEA shall hold a hearing within fifteen (15) days and issue a confidential written decision within fifteen (15) days of the hearing.

ARTICLE VIII – TRANSFER AND REASSIGNMENT

8.1 Definition

- 8.1.1 “Reassignment” is a change from one grade level (T/K-5) or department (grades 6-12) to another grade level (T/K-5) or department (grades 6-12) within the same school.
- 8.1.2 “Transfer” is a change from one school site to another.
- 8.1.3 “Days” shall be days when the District Office is open for business.
- 8.1.4 “Opening/Vacancy” is an unoccupied position which the District decides to fill and to which no person has reemployment rights.
- 8.1.5 A unit member initiated transfer is defined as a written request by a unit member to be reassigned or transferred.
- 8.1.6 A district initiated transfer is defined as any other transfer/reassignment than described in Article 8.1.5.

8.2 Unit member - Initiated Transfer/Reassignment

- 8.2.1 Certificated unit members may apply, in writing to the District Office for transfer to another position for the next school year.
- 8.2.2 The request of the individual unit member will be honored, to the extent that the transfer does not conflict with the instructional requirements of the District or the best interests of the students, and does not adversely affect other school personnel.
- 8.2.3 Placement of a unit member requesting transfer will be considered only after the Superintendent has consulted with the affected administrative staff.
- 8.2.4 If more than one unit member applies for the same position, transfer/reassignment will be based on the credential and the ability to perform in the new position. When the above are found to be equal, seniority shall apply.
- 8.2.5 The filing of a request for transfer/reassignment shall be without prejudice to the unit member. It does not jeopardize the current assignment. A request may be withdrawn at any time, prior to the official confirmation of the transfer/reassignment. A request for transfer/reassignment must be resubmitted each year.
- 8.2.6 If a unit member-initiated transfer/reassignment request is denied, the unit member shall be provided with the specific reasons for denial in writing.
- 8.2.7 Notice of vacancies shall be posted at school sites and the District Office as soon as possible following the District's identification that an opening/vacancy exists.

Notices shall be posted for not less than five (5) days and sent to all certificated staff via email. The District will survey unit members by March 31 of each year, regarding staff interest in openings/vacancies which may occur. Unit members will submit the appropriate District form to notify the District of the interest in opening/vacancy which currently exists or may exist during vacation periods. Current unit members who indicate an interest in a given opening/vacancy will have their request considered and responded to prior to consideration of outside candidates.

- 8.2.8 Positions created during the school year shall be reopened the following school year to District unit members seeking a transfer or reassignment provided the opening/vacancy continues to be needed.

8.3 District-Initiated Transfer/Reassignments

- 8.3.1 Transfers/reassignments by the administration shall be completed only after the Superintendent or designee has consulted with the appropriate administrative staff and the affected unit member.
- 8.3.2 The administrator's request for transfer/reassignment of a unit member shall be honored to the extent that the transfer does not conflict with the instructional requirements of the District and/or the best interests of the students.
- 8.3.3 Notice of a District-initiated transfer/reassignment shall be communicated in writing to the unit member using the form negotiated by the parties.
- 8.3.4 When a choice of positions is possible, the unit member may indicate an order of preference. If two or more District-initiated transferred/reassigned unit members request the same assignment, the one best qualified, in the judgment of the Superintendent in consultation with the appropriate administrative staff, shall be recommended. If the qualifications of those involved are judged to be equal, the most senior unit member will be given preference.
- 8.3.5 Nothing in this section shall preclude the District from establishing, eliminating or modifying specially staffed programs funded by federal and state sources.
- 8.3.6 No unit member shall experience a District-initiated transfer/reassignment in two consecutive years without the consent of the unit member except when needed to comply with legal requirements of special programs. This provision shall not apply to grade level changes or transfers which may occur when a new school is opened or an existing school has a change in grade level configuration due to growth, declining enrollment, or due to course enrollment for grades 6-12.

8.4 Staffing Assignments

- 8.4.1 In the spring of each year, the District will consult with the Association regarding the proposed staffing assignments prior to sending tentative assignments to teachers.

8.5 Moving Procedures

- 8.5.1 In place of the hourly rate of compensation, unit members who are required to change classrooms due to school reconfiguration, District initiated transfer/reassignment or any District initiated reason will be compensated with the unit member's choice of either:

- (a) a single payment of \$400, or
 - (b) Up to three release days if packing/unpacking during the unit members work hours.

The unit member shall not combine these options nor use compensatory time for hours spent moving classrooms.

- 8.5.2 Moving guidelines with specific procedures for packing, moving, and safety will be created by site administration and provided to unit members prior to any move. Sufficient boxes for packing will be provided in a timely manner. These guidelines will be reviewed and revised at the site level by Association Site Representatives and site level administrators.
- 8.5.3 A District Moving Committee composed of Association Site Representatives and administrators will be created to plan and coordinate multi-site moves.
- 8.5.4 Teachers are not to move heavy items or boxes. Custodial crews and movers will perform these tasks.
- 8.5.5 Each year the parties will meet and negotiate regarding a deadline for which unit members will have their room packed for moving.

ARTICLE IX – SAFETY

9.1 Safe Working Conditions

- 9.1.1 Teachers shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being.
- 9.1.2 Teachers have an obligation to report any condition, which they believe to be unsafe to their site administrator.
- 9.1.3 The District shall comply with the provisions of the California Occupational Safety and Health Act, as amended (California Labor Code 6300, *et seq.*) and regulations relating thereto (8 California Administrative Code Section 330, *et seq.*).
 - 9.1.3.1 The District shall, within ten (10) days, provide to the Association, a copy of any correspondence between the District and CAL-OSHA.

9.2 Student Discipline

- 9.2.1 The District shall adopt rules and procedures on student discipline. The District will support the enforcement of these rules and procedures.
- 9.2.2 A written description of the rights and duties of unit members with respect to student discipline, including the right to suspend students, shall be presented to each unit member, in writing, by the first day of each school year.

9.3 Assault

- 9.3.1 Unit members shall immediately report cases of assault suffered by them in connection with their employment to the site administrator, who shall immediately report the incident to the police. The District shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, police and courts.
- 9.3.2 The District shall reimburse unit members for any and all costs incurred as a result of assault, including repairing or replacing personal property which may have been damaged or destroyed, and for all related medical costs not covered under insurance benefits.

9.4 Harassment

The Association will not tolerate harassment of Unit Members by any employee of the District. Harassment is defined as unwelcome verbal or physical contact when:

- 9.4.1 Submission to or rejection of such conduct is made, either explicitly or implicitly, a term or condition of employment;

9.4.2 Submission to or rejection of such conduct by an individual is used as a basis for making personnel decisions affecting a unit member; or

9.4.3 Such conduct has the purpose or effect of unreasonably interfering with a unit member's performance or creating an intimidating, hostile, or offensive working environment.

9.5 Specialized Health Care

9.5.1 The District shall provide each unit member, who is or may be required to meet specialized health care needs, in-service training upon request.

9.5.2 Unit members who are assigned a student with specialized health care needs will be provided with appropriate support as identified by the student's individual education plan. In the absence of and until development of an individual education plan, the District will provide emergency and temporary assistance mutually agreeable to the teacher and the District.

9.6 Miscellaneous

9.6.1 Notwithstanding the above paragraphs, the District shall provide each unit member with written procedures, no later than the first day of school, covering the following:

1. The rights of a unit member to use force;
2. Reporting cases of assault;
3. Child abuse reporting;
4. Disaster preparedness/emergency plan;
5. Confidentiality of the unit member's role in reporting student's:
 - Pregnancy;
 - Sexual activity;
 - Suicidal behavior.

Revisions to these procedures shall be provided to the unit member before the date they become effective, unless an emergency exists, and then revisions shall be distributed as soon as possible.

ARTICLE X – PROFESSIONAL DUES

10.1 Authorized Deductions

Any bargaining unit member who is a member of the WDEA CTA/NEA (hereafter referred to as the Association), or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of the unified dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.

10.2 Direct Cash Payments

Any bargaining unit member who is not a member of the Association or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount determined by the Association in accordance with applicable law. This fee is payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues unless the unit member authorized a payroll deduction for such fees in the same manner as provided in 10.1 of this Article. The Association shall annually notify the District of the amount payable by July 1.

10.3 Mandatory Deductions

In the event that a bargaining unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in 10.1, the Association shall so inform the District and the District shall immediately begin automatic payroll deductions as provided in Education Code Section 45061 and in the same manner as set forth in 10.1 of this Article.

10.4 No Charge to WDEA

There shall be no charge to the Association for mandatory agency fee deductions.

10.5 Non-Member

10.5.1 Non-member Qualifications

Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment.

10.5.2 Non-member Fee Alternatives

Any unit member claiming exemption pursuant to Article 10.5.1 shall pay, in lieu of a service fee, sums equal to the Association's service fee to one of the following non-religious, non-labor organizations, charitable funds which are exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:

10.5.2.1 United Way

10.5.2.2 Windsor Educational Foundation

10.5.2.3 W.D.E.A. Scholarship Fund

10.5.3 Non-member Proof of Payment

Proof of payment and a written statement of objections along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to 10.5 shall be made on an annual basis to the District as condition of continued exemption from financial support of the Association.

10.5.4 Non-member Method of Payment

Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year. The Association shall have the right of inspection in order to review said proof of payment.

10.6 District Payment to WDEA

With respect to all sums deducted by the District pursuant to this Article, whether for membership dues or agency fee, the District agrees to promptly remit such moneys to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

10.7 Obligation of WDEA to the District

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

10.8 Additional Authorized Deductions

Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit

union, savings bonds, currently approved charitable donations, or any other plans or programs approved by the District.

10.9 Hold Harmless Provision

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

10.10 District Reimbursement

In the event that the District makes a demand for reimbursement pursuant to 10.9, the Association shall have the exclusive right to decide and determine whether any such action or proceeding, for which it is reimbursing the District for legal fees and costs, shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE XI – ASSOCIATION RIGHTS

- 11.1 An Association representative shall have the right of access during non-duty hours to areas where unit members work, provided arrangements are made at least twenty-four hours in advance with the appropriate building administrator. District facilities may be used when not otherwise in use for meetings with members, provided arrangements are made three (3) days in advance with a District employee designated by the Superintendent.
- 11.2 Bulletin Board space shall be provided in each unit member lounge or someplace where unit members congregate, provided student access to the area is limited. The material posted must be clearly related to legitimate Association business and shall not be in any way libelous, derogatory, in violation of any law or designed to promote the violation of any law.
- 11.3 The Association may use District mailboxes to communicate with unit members provided the material placed in mailboxes is limited to legitimate Association business, is not libelous, derogatory, in violation of any law or designed to promote the violation of any law.
- 11.4 A reasonable number of WDEA representatives will receive reasonable periods of released time without loss of compensation when meeting and negotiating. Both parties may mutually agree to meet and negotiate during non-duty hours.
- 11.5 The Association and its members shall have the right to use school facilities and equipment at reasonable hours subject to reasonable regulations.
- 11.6 The Association President shall be released for the equivalent of one teaching period at the secondary level (grades 6-12) or .20 FTE at the elementary level (grades K-5), in addition to his/her regular preparation period, in order to conduct WDEA business as it relates to communicating with unit members, implementing the existing Agreement between the Association and the District, and communicating with representatives of the District's bargaining team. The cost of providing this release period will be divided equally between the Association and the District, and WDEA will be billed annually by the District.
- 11.7 The Association President(s)' other designees shall be provided a reasonable amount of released time at no loss of salary or other benefits for the purpose of conducting WDEA business.
- 11.8 The District, in conjunction with WDEA, will establish a Committee to review, paper screen and evaluate teacher applications and to participate in teacher candidate interviews, making recommendations to the Superintendent or designee regarding selection of teacher candidates. The Committee will include teacher representative(s) appropriate to and conversant with the position or program under consideration. Teacher representatives shall be given notice of such paper screening or interview sessions in a timely manner. WDEA will establish annually and submit to the District a list of teacher participants relevant to a variety of program or position needs.

ARTICLE XII – LAYOFFS

12.1 Notification of Layoffs

12.1.1 Prior to the issuance of layoff notices to certificated unit members, the District will notify the Association of the following:

12.1.1.1 A list of all programs being reduced which will result in certificated layoffs and the number of certificated personnel to be laid off, including certificated management personnel.

12.1.1.2 A list of any extra duty assignments, if any, being considered for reduction to the extent they are being considered for reduction at that time.

12.1.2 Certificated unit members to be laid off shall be notified in writing in accordance with applicable provisions of the Education Code.

12.2 Criteria for Determining Layoff

12.2.1 Where the District determines it is necessary to reduce the number of certificated unit members on staff, layoffs shall be made on a District wide basis, in inverse order of seniority, in accordance with applicable provisions of the Education Code.

12.2.2 Seniority shall be determined by the certificated unit member's first paid date of service in a probationary status.

12.2.3 Certificated unit members shall retain the same seniority date while employed by the District in a probationary status unless there is a break in service caused by the unit member's resignation or termination. In such case, the unit member's seniority date shall be the first paid date of service in a probationary status upon his/her return to service.

12.2.4 Pursuant to the provisions of the Education Code, the District shall determine the criteria for determining the relative seniority for unit members with the same first paid date of service in a probationary status.

12.2.5 Upon request, the District shall annually furnish the Association with the current seniority list. The District shall update the list from time to time as necessary.

12.3 Recall Rights

12.3.1 Unit members who have been laid off shall be placed upon a reemployment list for a period of 24 months if probationary and 39 months if permanent.

12.3.2 Unit members who have been laid off shall be recalled in accordance with Education Code Sections 44956 and 44957.

- 12.3.3 Offers of reemployment shall be made in seniority order as vacancies occur for which a unit member is credentialed and competent to render.
- 12.3.4 The offer of reemployment shall be made by certified mail, return receipt requested, to the laid off unit member's last address on file with the District.
- 12.3.5 The laid off unit member shall notify the District of his/her acceptance within ten (10) calendar days of the date the offer is mailed to the unit member. The unit member shall have the opportunity to refuse one offer of employment. If the unit member fails to respond to the second offer or rejects the second offer, his/her name shall be removed from the reemployment list and his/her right to reemployment shall be terminated.
- 12.3.6 Upon written request to the District, a laid off unit member may request he/she not be offered reemployment for a period of up to one year. During such time, the unit member shall remain on the reemployment list. Such written request shall be limited to one (1) per unit member during the reemployment period and shall in no event be construed to extend the unit member's reemployment period beyond the time limits in paragraph 12.3.1 above. Such requests shall not deprive the unit member any rights he/she may still have to subsequent offers of reemployment after the one-year period has passed.

12.4 Effects of Layoff on Laid-Off Members

- 12.4.1 Laid-off unit members may continue on the District health and welfare insurance programs at District expense for a period of not more than three (3) months after the layoff effective date, provided this is acceptable to the District insurance carriers.
- 12.4.2 Unit members who have received a notice of layoff may use their existing personal necessity leave for purposes of employment interviews.

12.5 Effects of Layoff on Remaining Bargaining Unit Members

- 12.5.1 The Association reserves the right to bargain the impact (effects) of program reductions and/or layoffs of bargaining unit members on the remaining bargaining unit members in areas of wages, hours and other terms and conditions of employment as defined in Government Code Section 3543.2.

ARTICLE XIII – GRIEVANCE PROCEDURE

13.1 Definitions

13.1.1 A "grievance" is a claim by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

13.1.2 The "grievant" is the person or persons or the Association making the claim.

13.1.3 A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

13.1.4 For purpose of this Article only, a "day" is any day in which a unit member is required to render service to the District.

13.2 Purpose

13.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to the problems related to the administration of this contract. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. As such, the parties agree to attempt to resolve the grievance informally before proceeding to Level I.

13.3 Procedure

13.3.1 Level I

13.3.1.1 A grievance shall be presented in writing to the immediate supervisor using the grievance form within fifteen (15) days of the time that the grievant became aware or should have become aware of the cause for the grievance. The immediate supervisor shall meet with the grievant and/or designated Association representative within ten (10) days of receipt of the grievance. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within five (5) days of such meeting.

13.3.1.2 If the grievant and/or the Association is not satisfied with the disposition of the grievance or if no disposition has occurred within ten (10) days from the date of presentation of the grievance, the grievance may be appealed to Level II within ten (10) days of the Level I decision with a copy simultaneously provided to the Association President.

13.3.2 Level II

- 13.3.2.1 The Superintendent or his/her designee shall meet with the grievant and/or designated Association representative within ten (10) days of receipt of the grievance appeal and shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within five (5) days of such meeting.
- 13.3.2.2 If the grievant and/or the Association is not satisfied with the disposition of the grievance or if no disposition has occurred within ten (10) days from the date of the receipt of the grievance at Level II, the grievant may within ten (10) days of the Level II Response request the Association to submit the grievance to mediation.

13.3.3 Level III

- 13.3.3.1 In the event the grievant is not satisfied with the decision at Level II, the grievant may within ten (10) days appeal to Level III. This step will provide mediation to assist in resolving the grievance. A state mediator or other representative from the State Mediation and Conciliation Service shall be used, at no cost to either party.

13.3.4 Level IV

- 13.3.4.1 In the event mediation is not successful and if not satisfied with the decision at Level III, the Association may proceed to arbitration by notifying the District in writing within ten (10) days of the mediation effort. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate to the California Conciliation Service. Each party shall alternately strike a name until one name remains. The order of the striking shall be determined by lot.
- 13.3.4.2 The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of this Agreement. Jurisdiction shall extend solely to claims of violations of specific written provisions of the Agreement and involve only the interpretation and application of the Agreement.
- 13.3.4.3 It is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator will be submitted to the Association and the Superintendent and will be final and binding upon the parties. If any

question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator hearing the merits of the grievance.

- 13.3.4.4 All costs of the services of the arbitrator, including but not limited to per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs, except for released time for the grievant(s), Association representative(s), and witnesses, will be borne by the party incurring them.

13.4 Time Limits

- 13.4.1 Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal, or written decision.
- 13.4.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
- 13.4.3 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 could cause harm to the grievant, the time limits set forth herein, may, with mutual agreement, be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

13.5 Rights of Representation

- 13.5.1 A unit member alleging a grievance may be represented at all stages of the grievance by an Association-designated representative.

13.6 No Reprisals

- 13.6.1 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any grievant, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

13.7 Miscellaneous

- 13.7.1 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to the Superintendent and the Association with the processing of such grievance to commence at Level II.
- 13.7.2 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he/she will, upon notice to the 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 unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

13.7.3 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.

13.7.4 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be subject to mutual agreement.

13.7.5 Upon mutual agreement of the Association and the Superintendent, a grievance may be taken directly to arbitration.

13.7.6 A unit member may at any time present grievances to the employer, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of the written Agreement. If a unit member presents a grievance on his/her own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

13.8 Expedited Arbitration

13.8.1 Upon mutual agreement, the arbitration may be held under the expedited rules of the American Arbitration Association.

ARTICLE XIV – PEER ASSISTANCE AND REVIEW

14.1 Purpose

WDEA and Windsor Unified School District are committed to providing the highest quality of education for students of Windsor. It is our belief that in order for students to succeed in learning, teachers must succeed in teaching. The Peer Assistance Review (PAR) program is designed to strengthen the quality of instruction through expanded and improved professional development and peer assistance.

After meeting the mandated requirements, the primary focus of the PAR will be our beginning teachers and teachers new to the District. This focus is to ensure these teachers receive support and professional development opportunities to assist in their success. Teachers who volunteer or are referred to the PAR program are viewed as valued professionals who deserve to be provided with the best resources available so that all Windsor teachers perform to a successful standard.

14.2 Definitions:

14.2.1 Consulting Teacher: A Consulting Teacher is a permanent, exemplary teacher who provides assistance and review to teachers participating in the program.

14.2.2 Participating Teachers: The three types of Participating Teachers are referred, volunteer, and new to the District.

14.2.2.1 Referred Teachers: Are permanent unit members who have received an unsatisfactory evaluation pursuant to Education Code Section 44664 (b). They shall be referred to the Professional Development Panel and required to participate in the PAR Program.

14.2.2.2 Teachers New to the District: Are non-permanent teachers who may be required or who may volunteer to participate in the program.

14.2.2.3 Volunteer Teachers: Are any permanent classroom teachers who volunteer to participate in the program for the purpose of obtaining peer assistance to improve performance.

14.3 Professional Development Panel

14.3.1 Composition and Selection:

The Professional Development Panel shall consist of five (5) members. Three (3) members shall be certificated classroom teachers who shall be selected by the Association. Two members shall be administrators selected by the District. The Association and the District shall individually determine the method of selection, the qualifications, and the term of its appointees. Initially, one teacher will serve a one-year term and two teachers will serve a two-year term. Thereafter, each teacher

shall serve a two-year term. The Professional Development Panel shall establish its operational procedures including the method for selection of a chairperson (which will alternate annually between the District and Association). Should a District administrator serving on the Panel refer a teacher to the PAR program, another administrator selected by the District shall replace that administrator on the panel.

14.3.2 Meetings and Compensation:

The Professional Development Panel shall establish its meeting schedule. To hold meetings, a majority of the members must be present including at least two teachers and one administrator. Meetings may be held during the school day, with a grant of release time to teachers, or during non-school time. Panel members shall be paid \$25.00 per hour for preparation time for substitutes and non-duty time with hourly pay not to exceed a total of \$1,500. Hours will be submitted monthly on a supplemental time card. Should the requirements of PAR exceed 60 hours outside of the regular workday, the District and the Association will renegotiate.

14.3.3 Decision Making:

The Professional Development Panel shall make decisions by consensus of the entire body. If no consensus can be reached, the decision shall be made by a majority vote of 3 of 5 Panel Members.

14.3.4 Responsibilities:

14.3.4.1 Consulting Teachers

- 14.3.4.1.1 Selecting Consulting Teachers, determining their duties and providing for their training. No applicant shall be selected without a classroom observation by one administrator and one teacher member of the Professional Development Panel.
- 14.3.4.1.2 Preparing written guidelines for Consulting Teachers and their activities.
- 14.3.4.1.3 Reviewing and directing the Consulting Teacher's service to Participating Teachers.
- 14.3.4.1.4 Resolving conflicts and/or concerns related to the working relationship between the Consulting Teacher and Participating Teacher.
- 14.3.4.1.5 Reviewing peer review reports prepared by the Consulting Teacher.
- 14.3.4.1.6 Evaluating performance as the Consulting Teacher and the possible removal from the position of Consulting Teacher.

Reasons for removal may include the specific needs of the PAR program or inadequate performance of the Consulting Teacher. Removal shall be at the sole discretion of the Professional Development Panel. Prior to the decision of removal, the Professional Development Panel shall meet with the Consulting Teacher to discuss the specific needs of PAR or concerns about the Consulting Teacher's performance.

14.3.4.2 Referred Teacher:

Review the written reports prepared by Consulting Teachers and forward to the Board the names of Referred Teachers who are unable to demonstrate satisfactory improvement after sustained assistance.

14.3.4.3 Annual Evaluation of Program:

The Professional Development Panel shall evaluate annually the impact of PAR in order to improve PAR. This review and evaluation may include interviews or surveys of PAR participants, principals, and others as deemed appropriate. The Professional Development Panel shall submit to the Board of Trustees this annual evaluation in writing by the end of the first full week in June. The Professional Development Panel shall submit to the Board and Association a written evaluation including any recommendations for improvement, at the same time that it submits the proposed budget.

14.3.4.4 Annual Budget:

The Professional Development Panel shall annually submit a proposed budget to the Superintendent for Board approval. The proposed budget shall be designed to carry out the provisions of this Article and shall take into consideration:

14.3.4.4.1 The number of Consulting Teachers which will be required in the coming year in light of the projected level of participation in the program,

14.3.4.4.2 The cost of the program to support participating teachers,

14.3.4.4.3 The recommendations for improvement of PAR which it made in its annual report to the Board, and

14.3.4.4.4 Other relevant factors. The proposed budget shall not exceed the state funding allocation for the coming year as estimated by the District's Business Manager.

14.3.4.5 Procedures:

The Professional Development Panel shall adopt procedures for implementing the provisions of this Article. These procedures shall be consistent with the statutes, the provisions of this Article, and this Collective Bargaining Agreement.

14.3.4.6 Professional Model:

PAR will utilize as its professional model the California Standards for the Teaching Profession (CSTP).

14.3.4.7 Confidentiality:

All proceedings of the Professional Development Panel regarding program participants shall be held strictly confidential.

14.3.4.8 Non-Management/Supervisory Status:

Functions performed by teachers on the Professional Development Panel and Consulting Teachers pursuant to the Program shall not constitute either management or supervisory functions.

14.4 Consulting Teachers:

14.4.1 Qualifications:

A Consulting Teacher shall not be a member of the Professional Development Panel and shall possess the following qualifications:

14.4.1.1 Permanent status;

14.4.1.2 At least three consecutive recent years of teaching experience in the District;

14.4.1.3 Demonstrated exemplary teaching ability as defined by the California Standards for the Teaching Profession;

14.4.1.4 Extensive knowledge of subject matter;

14.4.1.5 Mastery of a range of teaching strategies, instructional techniques, and classroom management skills necessary to meet the diverse needs of students;

14.4.1.6 Ability to communicate effectively orally and in writing, and

14.4.1.7 Ability to work cooperatively and effectively with others.

14.4.2 Posting and Application:

Prior to May 1, the Professional Development Panel shall assess the need for Consulting Teachers, determining the number required, the term of each position, and the necessary qualifications in light of anticipated participants in the program. The District shall announce vacant Consulting Teacher positions for the coming year. The Professional Development Panel shall determine appropriate procedures regarding the application process including observing in the classroom of the applicants. Subsequently, the Professional Development Panel shall select the Consulting Teachers. All applications and references shall be treated with confidentiality and shall not be placed in the Consulting Teacher's personnel file.

14.4.3 Duties:

Consulting Teachers shall participate in training and provide assistance to Teachers New to the District, Referred Teachers and/or Volunteer Teachers. Duties of the Consulting Teacher will vary depending on the type of Participating Teacher that they are assisting. Consulting Teachers shall log the dates, times and instructional area(s) worked on with Participating Teachers and shall provide periodic written feedback to Participating Teachers. Reports will be on forms created by the Professional Development Panel. The Consulting Teacher shall not participate in the formal District evaluation of any Participating Teacher.

14.4.4 Assignment:

Consulting Teachers shall assist the Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the teacher in accordance with the PAR process set out below. The assignment is dependent on the amount of intervention determined necessary for each participating teacher by the Professional Development Panel, in consultation with the Consulting Teacher. The Professional Development Panel shall determine the time necessary, including release time, for Consulting Teachers to perform their duties based on the Consulting Teacher's assignment.

14.4.5 Compensation for Consulting Teachers:

In addition to providing release time and/or hourly compensation per contract Article 3.5 for Consulting Teacher training, the following additional stipend and caseload maximum will apply:

14.4.5.1 Referred Teacher, maximum one per Consulting Teacher, \$4,000 stipend.

14.4.5.2 Support Providers for first and second year beginning teachers may

receive a stipend paid by the organization that oversees the BTSA Program (Sonoma County Office of Education). Teachers new to the District may also be assigned to receive such support, in accordance with the rules governing the BTSA Program.

14.4.5.3 Voluntary Participating Teachers, for a total assignment of not more than three, \$500 per semester, per Voluntary Participating Teacher.

14.4.5.4 These stipends shall be prorated with each month of service equaling 1/9th of a stipend.

14.4.6 Cooperation Between Consulting Teacher and Principal:

The Consulting Teacher and the Principal are expected to maintain a cooperative relationship in the PAR process.

14.5 Program Participants

14.5.1 Referred Teacher: Permanent classroom teachers who have received an unsatisfactory evaluation pursuant to Education Code Development Panel and required to participate in the PAR Program.

14.5.2 The Referring Administrator who authored the unsatisfactory evaluation shall refer the Referred Teacher to the Professional Development Panel. The Referring Administrator shall provide the Panel with a copy of the unsatisfactory evaluation, together with appropriate supporting documentation, including specific areas in teaching methods or instruction which are unsatisfactory pursuant to Education Code Section 44664 (b). A copy of the referral packet shall be sent to the Referred Teacher. The Professional Development Panel shall review the packet and hold individual meetings with the Referred Teacher and the Referring Administrator. The Referred Teacher may bring an Association Representative when meeting with the Panel and shall be given a reasonable opportunity to respond concerning any report being made.

14.5.3 The Professional Development Panel shall provide Referred Teachers with names of available Consulting Teachers. Referred Teachers may indicate which Consulting Teacher they prefer. The Panel will attempt to honor preferences but reserves the right to select the Consulting Teacher.

14.5.4 The Professional Development Panel will provide the Consulting Teacher with information regarding the specific areas where the Referred Teacher needs assistance. The Consulting Teacher shall review the information packet provided by the Panel, meet with the Referred Teacher and Referring Administrator (separately or together) to review the employee's performance and make recommendations for improvement. The Consulting Teacher will then prepare a written Assistance Plan designed to remedy the cited deficiencies. The plan will be in writing, clearly stated and include performance goals which are aligned with

pupil learning and consistent with California Standards for the Teaching Profession (CSTP) and Education Code 44662. The Plan will also include a projected date for completion, which ordinarily will be forty-five (45) days before the end of the school year.

- 14.5.5 The Assistance Plan will be submitted to the Professional Development Panel for final development before approval. The Assistance Plan shall include multiple observations of the Referred Teacher by the Consulting Teacher. These observations will be in addition to any that are performed as a part of the evaluation article of this agreement
 - 14.5.6 In January, the Consulting Teacher will make an interim report to the Professional Development Panel on the Referred Teacher's participation in the program and progress on the performance goals of the Assistance Plan. The Referred Teacher may bring an Association Representative when meeting with the Panel and shall be given a reasonable opportunity to respond concerning any report being made by the consulting teacher.
 - 14.5.7 Thirty (30) days prior to end of the school year, the Consulting Teacher shall make a final written report to the Professional Development Panel. The Panel shall provide the Referred Teacher and the Referring Administrator with copies of the report. A copy of the Consulting Teacher's final report shall be included in the Referred Teacher's personnel file. The final report shall indicate whether the Referred Teacher did or did not participate fully in the program and what progress the Referred Teacher made in meeting the goals of the Assistance Plan. Referred Teachers shall have the opportunity to attach comments to the report for inclusion in their personnel files. The final report shall not constitute the Referring Administrator's evaluation of the employee's performance.
 - 14.5.8 Within fifteen days (15) after receiving the final report from the Consulting Teacher, the Professional Development Panel shall review the written report prepared by Consulting Teachers and forward to the Board the names of Referred Teachers who are unable to demonstrate satisfactory improvement after sustained assistance.
- 14.6 Teachers New to the District: The PAR program for Teachers New to the District may include the BTSA program. BTSA shall be supplemented with PAR funds as necessary to insure that Teachers New to the District who are not eligible for BTSA funding or do not wish to participate in BTSA are provided with the support deemed appropriate by the Professional Development Panel. All support provided to the Teacher New to the District shall be confidential in accordance with the BTSA program guidelines. The District shall provide the Professional Development Panel and BTSA with a list of all Teachers New to the District at the beginning of every school year, indicating the support program for which the Teacher New to the District is eligible. The District shall supplement this list during the year as required.

14.7 Volunteer Teachers:

For participation in the program, the unit member must volunteer by May 1 of the prior school year. When volunteers apply to the program, they shall provide the Professional Development Panel with an initial draft of the goals they would like to accomplish by participation in PAR. The Professional Development Panel will review the applications to determine the nature and level of support to be offered for the Volunteer Teacher. If a Consulting Teacher is assigned to a Volunteer Teacher, the Consulting Teacher shall maintain a log of assistance which shall be provided to the Professional Development Panel and the volunteer. It shall not be placed in the Volunteer Teacher's personnel file unless the Volunteer Teacher so requests. All communications between the Volunteer Teacher and the Consulting Teacher shall be confidential.

14.8 Indemnity

The District will defend and indemnify Professional Development Panel members and Consulting Teachers against claims arising out of their good faith performance of their duties under this Article. Consulting Teachers who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other public employees.

14.9 Miscellaneous

All materials related to evaluations, reports and other personnel matters regarding participants which are created or reviewed by the Professional Development Panel shall be strictly confidential. The materials shall be kept in the District Office in a secure place accessible only to the Professional Development Panel and its designees.

14.10 Expenditures

Expenditures made for this program shall not exceed the revenues received for this program. Annually, if revenue exceeds the expenditures of this program, the surplus shall be allocated by the Professional Development Panel in accordance with statutory guidelines.

ARTICLE XV – EVALUATIONS

- 15.1 Evaluation of all unit members shall be done by the member's site administrator and shall be as objective as possible and on a continuing basis, scheduled as follows:
- 15.1.1 Probationary - at least once each school year.
 - 15.1.2 Temporary - at least each school year, if employed for 75% or more of the school year.
 - 15.1.3 Permanent - at least every other school year except as provided in Article 15.1.4.
 - 15.1.4 Permanent - A permanent unit member who: 1) has been employed with the District for at least 10 years, 2) is highly qualified as defined in 10 U.S.C. section 7801, and 3) has earned a meets standards rating on his/her most recent evaluation, may be evaluated at least every five years. This Article 15.1.4 shall not prevent the District from conducting evaluations more frequently than every five years. The unit member may opt to return to the evaluation schedule under Article 15.1.3. The evaluator may determine that the unit member must return to the evaluation schedule under Article 15.1.3. If the evaluator determines that the unit member must return to the evaluation schedule under Article 15.1.3, the evaluator shall meet with the unit member and provide a written explanation by October 1.
- 15.2 Unit members to be evaluated during a particular school year shall be furnished a copy of the evaluation options, advised of the criteria upon which each of the options are based, and notified of the identity of their evaluator if the first option is chosen, no later than the third week of the year in which the evaluation is to take place.
- 15.3 Evaluation Procedures
- 15.3.1 The standard evaluation form to be used shall be prepared by the District after consultation with the Association.
 - 15.3.2 The unit members being evaluated and the evaluator shall meet not later than October 31 and mutually agree on the goals and objectives to be achieved. Should mutual agreement not be possible the parties may invite a third party to assist in resolving the differences. The third party shall recommend alternatives to the unit member and evaluator.

If either the unit member or evaluator rejects the proposed alternatives, each shall have the opportunity to state their position on the matter(s) in dispute, and to have a written statement attached to the evaluation form.
 - 15.3.3 All unit members who are not being evaluated may choose to meet and mutually develop goals and objectives with their evaluator by October 25. Evaluators may give unit members written feedback on the goals and

objectives. If there are questions or disagreements with the member's goals and objectives the member shall receive such notification within three (3) weeks of submission.

15.3.4 The evaluation process shall include the following activities:

15.3.4.1 Option 1

The initial classroom observation shall last at least thirty (30) minutes; shall be made known to the unit member at least two (2) days prior to its occurrence; and shall be followed by an evaluation conference within five (5) days of the observation. No advance notification is required for any subsequent observations. For all other classroom visitations for the purpose of evaluation, the evaluator shall communicate their perceptions to the unit member in a timely manner. A unit member who receives a negative evaluation shall, upon request, be entitled to additional classroom observations, evaluation conferences and written evaluations. Such entitlement includes a pre-observation conference.

In the case of negative evaluation(s), the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies including the preparation of an improvement plan for the unit member.

15.3.4.2 Option 2

This option is available only to permanent, tenured teachers having received a satisfactory or better performance rating on their most recent evaluation. The teacher must choose and obtain the support of a Collaborating Administrator (CA), prepare a growth plan and present it to the CA. No later than February 15, there must be a mid-year progress report submitted by the teacher, and by May 1, a final year-end report must be submitted. The teacher and CA will meet to discuss the goals, progress, and teacher generated recommendations for continued professional development. A District provided form shall then be prepared and submitted to indicate satisfactory completion, or the need to complete a formal evaluation the following year.

15.3.5 During the course of the evaluation period, mitigating circumstances may arise which require modification of the goals and objectives and may be initiated by either the evaluator or evaluatee.

15.3.6 Unit members shall not be required to participate in the evaluation of other unit members, or if using Option 1, be required to participate in assessing their own performance.

15.4 Final Evaluation Conference

- 15.4.1 A final evaluation conference between the unit member and evaluator shall be held no later than forty-five (45) days prior to the end of the school year to discuss the content of the final evaluation form for probationary and temporary unit members and thirty (30) days prior to the end of the school year for permanent unit members. In the event the unit member disputes the content, the unit member may, within fifteen (15) days, prepare a written statement which shall be attached and incorporated into the final evaluation.
- 15.4.2 The evaluatee shall have the option of writing a statement on the evaluation form relative to the final evaluation.

15.5 Personnel Files

- 15.5.1 There shall be a single personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District.
- 15.5.2 Materials in the personnel file of a unit member, except as noted below, shall be made available for inspection by the unit member involved. Upon written authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file. Material which may be excluded from inspection shall be limited to ratings, reports or records which:
 - 15.5.2.1 Were obtained prior to the employment of the unit member involved.
 - 15.5.2.2 Were prepared by identifiable examination committee members.
 - 15.5.2.3 Were obtained in connection with a promotional examination.
- 15.5.3 Unit members shall have the right to inspect and obtain a copy of personnel file materials, upon request.
- 15.5.4 Information of a derogatory nature, except material excluded in accordance with section 15.5.2 above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any derogatory statement, their own comments thereon. Such review and any preparation of comments in response to the material and/or statement shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction. If the unit member alleges that the material is false and/or hearsay, a grievance may be initiated to determine the validity of such material. The material shall not be entered or filed unless and until such grievance sustains the material. In the

event the District fails to comply with the provisions of this section, such material shall not be allowed as evidence by the District in any grievance filed by the unit member.

15.5.5 All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.

15.5.6 Access to a unit member's personnel file shall be limited to a "need to know" basis. Access authorization must be obtained from the Superintendent. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member or their authorized Association representative.

15.5.6.1 Personnel not needing the Superintendent's authorization are as follows: The unit member examining his/her own file, business manager, site administrators, personnel technicians and account clerk II for file maintenance.

ARTICLE XVI – PUBLIC CHARGES

- 16.1 Any unsubstantiated public complaint shall not be used in a unit member's evaluation or included in a unit member's personnel file.
 - 16.1.1 If a complaint is determined to be frivolous or invalid, the District shall not discipline or refuse to reemploy such unit member on the basis of such allegation or complaint nor shall the complaint form the basis for a negative evaluation or be placed in the unit member's personnel file.
- 16.2 District will process complaints in accordance with Board Policies and Administrative Regulations.
- 16.3 In order to promote fair and constructive communication, the following procedures shall govern the resolution of complaints. Every effort should be made to resolve a complaint at the earliest possible stage.
 - 16.3.1 Complaints concerning unit members are encouraged to be made directly by the complainant to the unit member against whom the complaint is lodged. Complainants are encouraged to attempt to orally resolve concerns with the unit member personally.
 - 16.3.2 If the complaint is not resolved at the informal level, the complainant may submit the complaint verbally or in writing to the site administrator or district designee.
 - 16.3.3 A written complaint must include the name of the unit member involved and a summary of the complaint and the facts surrounding it.
 - 16.3.4 The site administrator or district designee is responsible for overseeing the investigation of complaints and will attempt to resolve the complaint to the satisfaction of the person(s) involved and the District. If the complaint is resolved, the site administrator or district designee will so advise all concerned parties, including the Superintendent or designee.
 - 16.3.5 If the complaint remains unresolved after review by the site administrator or district designee, the administrator shall refer the complaint, together with a report and analysis of the situation to the Superintendent or designee. Complainants should consider and accept the Superintendent's written decision as final. However, the complainant, the unit member or the Superintendent may submit the complaint to the Governing Board.
 - 16.3.6 The Superintendent's or designee's decision shall contain, but not be limited to:
 - a. The name of each unit member against whom the complaint was made.

- b. A summary of the complaint and the facts surrounding it, sufficient to inform the Board and the unit member(s) as to the precise nature of the complaint and to allow the unit member(s) to prepare a defense.
- c. A summary of the action taken by the Superintendent or designee, with his/her decision or a specific finding that disposition of the case at the Superintendent's level has not been possible, and the reasons why.
- d. The written response, if any, of the unit member.

16.3.7 Complainants should consider and accept the Superintendent's or designee's written decision as final. However, the complainant, the unit member or the Superintendent may submit appeal of the written decision to the Governing Board in closed session.

16.3.8 During all meetings the unit member shall have the right to have an Association representative present.

16.3.9 This Article shall not prohibit the investigation and reporting of criminal allegations or other complaints that the District must investigate by law.

ARTICLE XVII – DISCIPLINE LESS THAN DISMISSAL

- 17.1 No unit member shall be disciplined without just cause, due process and utilization of the principles of progressive discipline except where the nature of the offense or the possible consequences of repetition reasonably requires immediate action by the District.
- 17.2 Discipline for purposes of this article shall mean oral or written reprimands and suspension without pay. The provisions set forth below shall not preclude the District from suspending a unit member with or without pay if such provision exists within the Education Code Sections under which the unit member is charged.
- 17.3 When a unit member is to be disciplined, oral reprimands will generally precede written reprimands and written reprimands will generally precede suspension without pay.
- 17.4 Suspension without pay under this procedure shall not exceed fifteen (15) days.
- 17.5 Suspension without Pay
 - 17.5.1 When a unit member is to be suspended without pay, specific written charges shall be prepared by the Superintendent or his/her designee. Included in such charges shall be the specific facts underlying those charges. Such charges shall not include incompetency or unprofessional conduct. The charges shall be incorporated in a notice of the intent to take disciplinary action.
 - 17.5.2 The District shall notify the Association concurrently with the unit member of any disciplinary action taken or contemplated.
 - 17.5.3 The written notice of charges shall also offer the unit member an opportunity to meet with the Superintendent or his/her designee to discuss such charges and the unit member's position on the charges. The unit member shall have the right to be represented by an Association representative at all stages of the procedure, including the meeting with the Superintendent or his/her designee.
 - 17.5.4 Included in the written notice of charges, the unit member shall be informed of his/her right to a hearing to appeal such charges. The unit member shall have fifteen (15) school days (from the date of personal service or postmark if the notice is certified mailed), in which to request, in writing, a hearing. Such request for a hearing must be received by the Superintendent or his/her designee within the fifteen (15) day period. A card shall be included in the notice of charges, the signing and return of which by the unit member shall constitute a denial of the charges, and a request for a hearing.

- 17.5.5 The written notice of charges shall be served on the unit member either in person or sent by certified mail to the last known address of record of the unit member.
- 17.5.6 The written statement of charges shall also include notice of the recommended discipline.
- 17.5.7 If the unit member does not file a request for a hearing on a timely basis, the disciplinary action recommended by the Superintendent shall be final and shall be implemented at the direction of the Superintendent.

17.6 Hearing

- 17.6.1 Upon timely request for a hearing, the Superintendent shall immediately request a list of hearing officers/arbitrators from the State Conciliation and Mediation Service. The person who shall conduct the hearing shall be selected by alternately striking names from the list supplied by the service. The order of striking will be determined by mutual agreement between the Superintendent and the unit member or their designees or by the flip of a coin.
- 17.6.2 Such hearing must be held within thirty (30) calendar days of the request for a hearing unless the parties agree otherwise. The State Conciliation and Mediation Service shall be informed of this time line.
- 17.6.3 The decision of the hearing officer shall be in writing and shall be final and binding on all parties.
- 17.6.4 All issues and defenses regarding the charges, the penalty, and procedures must be raised before the hearing officer at the hearing.
- 17.6.5 The costs for such hearing officer, if any, shall be equally divided between the parties.
- 17.6.6 The hearing officer shall determine the relevancy, weight and credibility of testimony and other evidence and shall base the written decision on the preponderance of evidence.
- 17.6.7 Both parties will be allowed an opening statement and closing arguments, the opportunity to introduce evidence and present witnesses, and the opportunity to examine and/or cross-examine such witnesses. Both parties may be represented by legal counsel or other designated representative.
- 17.6.8 Such a hearing shall be closed and not be open to the public.
- 17.6.9 A court reporter shall be present at the hearing at the request of either party or the hearing officer. The costs shall be split between the parties unless

requested by only one of the parties. Each party shall pay for its own transcript if such is requested.

17.6.10 Both parties agree to make a good faith effort to keep confidential any and all information regarding actual or proposed disciplinary action.

ARTICLE XVIII – JOB SHARING

- 18.1 The job share request will specify the benefits to the District and the students as well as the benefits to the unit members involved. The written request will indicate the name(s) of the unit members who are proposing to job share and it will indicate how the unit members plan to implement the job share position. The request must show details of how the unit members intend to coordinate their work, insuring that the educational continuity of the class will be preserved.
- 18.2 Approval of a job share request shall be determined by an assessment of the proposal, meeting the needs of the students and the school involved as well as those of the unit members. Approval of a job share request shall also be determined by the District's ability to obtain a suitable replacement for the vacancy created by the job share, should it be necessary to fill said vacancy.
- 18.3 Job sharing contracts shall be one (1) year in length. Unit members must resubmit a request to job share for another school year, if desired. Contracts with employees in job share positions shall clearly indicate that teachers shall honor their contract and will not be eligible for other positions in the District during the term of their job share contract.
- 18.4 Job sharing contracts shall reflect a team of unit members who have jointly agreed to apply. Unit members, who have been unsuccessful in finding a job share partner from among current District unit members, shall be given equal consideration for their job share request. The District shall post outside recruitments a minimum of two (2) times. Positions shall be posted inside and outside the District concurrently.
- 18.5 Permanent and Probationary teachers are eligible to apply for job share arrangements. Requests to participate in a job share position shall be submitted by March 1st of the school year prior to the intended job share. The District exclusively reserves the right of approval. The District may, after March 1st, at its sole discretion, accept late job share proposals that are judged to be in the best interest of the pupils and programs of the District.
- 18.6 Responsibilities for an assignment of two (2) job sharers may be divided or allocated according to the plan designed by the job sharers with the concurrence of their immediate supervisor. At least one-half of the in-service days, faculty meetings, and conference weeks will be attended by each job sharing employee. Parents will be notified by the job sharing team of their option to request the presence of both unit members at a parent conference. If the parents so request, both unit members shall attend each meeting. Back-to-school nights and open-house nights will be attended by both unit members of the job sharing team.
- 18.7 It is the responsibility of both job share unit members to be informed as to the in-service program at the assigned site.

- 18.8 Each job sharing unit member is responsible for notifying the District when a substitute is needed. The teaching team partner is entitled to first call for substitute service. If a job share partner is absent for not more than ten (10) work days, the job share partner may replace the unit member who is absent and shall be entitled to take an equal number of days off in the same school year. The unit member who is absent, shall, later in the same school year, reciprocate by taking the place of his/her partner for an equal number of days at the unit member's regular salary rate. All arrangements for the absence exchange shall be reported to the supervisor.
- 18.9 Prior to June 30, 2009, a unit member who has been approved for a job share will be granted a leave of absence for that part of the assignment he/she is not working. After June 30, 2009, the District will approve leaves of absence for job share employees at the sole discretion of the Board of Trustees (see Article 7).

ARTICLE XIX – RETIREMENT

19.1 Early Retirement Consultant

- 19.1.1 Upon the conditions described in this Section, the District and a unit member may enter into a re-employment agreement to take effect following the unit member's early retirement. By "early retirement" is meant retirement pursuant to the State Teachers' Retirement Law effective at or above age fifty-five (55) and below age sixty (60); or, with respect to those unit members who have thirty (30) years of STRS service credit, retirement which takes place at age fifty (50) or older, as described in Education Code Section 24203.
- 19.1.2 To be eligible to participate in the annual employment contract described herein, a unit member must retire completely from his/her employment with the District prior to beginning such annual service. Sick leave, vacation, and all other leaves and holidays described in this Agreement shall not be applicable to an early retirement, following the effective date of his/her retirement.
- 19.1.3 Unit members who elect to voluntarily take early retirement and who qualify for early retirement under this section may be employed by the District pursuant to a contract, upon reaching mutual agreement with the District to do so. A copy of the contract shall be submitted to the Association President for review two weeks prior the approval by the Board. Such contracts shall not continue beyond the date on which the early retirant attains the age of sixty-two (62).
- 19.1.4 An early retirant who enters into an annual employment contract with the District following his/her retirement shall be paid, for the service described in such employment contract, not more than the sum provided by law, pursuant to the terms and conditions described in such contracts. The early retirant's employment shall not operate to reinstate him or her as a member of STRS, nor to terminate or suspend his/her retirement allowance. No contributions shall be paid to STRS from the salary paid to an early retirant for the annual employment described in this Section.
- 19.1.5 The early retirant shall perform services which meet the needs of the District as may be mutually agreed upon between the early retirant and the District. An early retirant who has elected to be employed pursuant to annual contracts as described in this section may decide to discontinue his/her annual service. Thereafter, he/she shall cease to receive any salary from the District. Such election to discontinue service shall not, however, nullify the early retirant's retirement or reinstate the early retirant to employment with the District.

- 19.1.6 In consideration for the services rendered by the early retirant, the District will make the same payments for hospital and medical insurance as are made for unit members under this Agreement. Such payments shall continue until the early retirant attains the age of eligibility for Social Security. In the event of the death of an early retirant, the District will continue to make such payments for the benefit of the early retirant's un-remarried surviving spouse, until the latter is eligible for Social Security health insurance.
- 19.1.7 A unit member's application for early retirement pursuant to this section shall be made to the District's Personnel Office no later than March 1 of the academic year immediately preceding the academic year in which such early retirement is to take effect.
- 19.1.8 The maximum number of unit members who may be employed by an annual employment contract pursuant to this section shall not exceed, at any one time, 10% of the total number of unit members. However, this shall not prohibit the Board from approving or disapproving, in its discretion, any unit member's application for an annual employment contract under this section.

19.2 Phased-In Retirement/Reduced Workload (Willie Brown)

Upon request the District will allow a unit member to reduce his or her workload from full time to part time duties subject to review and approval by the Board pursuant to the following regulation:

- 19.2.1 The member must have reached the age of 55 years prior to reduction in workload.
- 19.2.2 The unit member must have been employed full-time in a position requiring certification for at least 10 years of which the immediately preceding five years were full-time employment without a break in service. Sabbaticals and other approved leaves of absence shall not constitute a break in service.
- 19.2.3 A unit member who desires to reduce his/her workload under this section shall request such reduction in writing no later than March 1 immediately preceding the academic year in which such reduced workload is to commence.
- 19.2.4 A unit member who is accepted into the reduced workload program shall perform certificated service at such times as are mutually agreed upon pursuant to a written contract between the unit member and the Board.
- 19.2.5 The District may enter into an agreement to employ a new teacher on a part-time basis for the following year to serve for that portion of the school year, which represents the reduced service of the phased-in retirement.

- 19.2.6 Upon mutual agreement, the reduced service may be on a 50% basis for a full academic year, or on a full-time basis for a complete semester, but shall be at least the equivalent of one-half of the workload required by the unit member's contract or employment during his/her final year of full-time service. The agreement to reduce the workload shall be in effect at the beginning of the school year.
- 19.2.7 The unit member shall be paid a salary which is the pro rata share of the salary the unit member would be earning had the member not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which the unit member makes payments that would be required if remaining in full time employment.
- 19.2.8 The unit member shall receive health benefits as provided in Section 3201 of the Government Code in the same manner as a full-time employee as well as other benefits that the unit member is entitled to under this part, based upon the compensation that the member would have received if the member had been employed on a full time basis as defined in Education Code sections 22713(a) and 44922.
- 19.2.9 A unit member shall not participate in the reduced workload program for more than ten (10) academic years.
- 19.2.10 A unit member who has elected to participate in the reduced workload program and who thereafter fails to meet any of the conditions of this section, or of his/her reduced workload contract with the District, will receive only such STRS service credit as is based on the ratio of the unit member's part-time earnings to the member's full-time earnable salary and will not receive the service credit that he/she would have received if still employed on a full-time basis
- 19.3 **Golden Handshake – THIS SECTION IS SUSPENDED JULY 1, 2017 TO JUNE 30, 2020 UNLESS EITHER WDEA OR WUSD REOPENS THE ARTICLE FOR NEGOTIATIONS**
- 19.3.1 The District agrees to implement the provisions of the Golden Handshake Retirement Incentive program as long as it is a provision of state law and follows statutes.
- 19.3.2 Any unit member who is eligible for a retirement benefit from the State Teachers' Retirement System may retire under provisions of the Golden Handshake legislation provided the District is able to demonstrate a net savings on the existing participant pool and eligible retirees combined.
- 19.3.3 Unit members who retire under these provisions shall be granted two (2) additional years of service credit.
- 19.3.4 In order to take advantage of the Golden Handshake Program, unit members must submit a written letter of intent to retire to the Superintendent or

designee by February 1st. The unit member shall also submit an irrevocable letter of resignation by March 1st of that school year to be effective at the conclusion of the last day of paid service. Unit members wishing to retire at a time other than at the last paid date of a school year must submit an irrevocable letter of resignation at least 120 calendar days prior to their resignation date.

- 19.3.5 Unit members utilizing the Golden Handshake Early Retirement incentive program shall not have access to other early retirement provisions of this Agreement.

ARTICLE XX – TEACHING CONDITIONS

- 20.1 The District and the Association are committed to the philosophy that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the student and sensitive to the community needs and the needs of our diverse cultures and heritages. Unit members shall be guaranteed academic freedom provided they meet their obligation to teach the District curriculum aligned with the California Teaching and Content Standards which they are assigned to teach.
- 20.2 In addition to the Board adopted curriculum materials, unit members are free to use supplementary instructional materials to enhance their programs as long as said material is relevant to the course content and within the scope of the law and conforms with District policy and practice.
- 20.3 District shall provide unit members with furniture, equipment, and supplies to provide an effective instructional program.
- 20.4 The District shall provide the following:
 - 20.4.1 Adequate desks, bookshelves, file cabinets and a lockable space for each unit member.
 - 20.4.2 Tables, chairs and at least 2 adult sized chairs for elementary grades.
 - 20.4.3 Teacher and student texts and related instructional materials as determined by site.
 - 20.4.4 A work area at each site that contains reliable, well maintained equipment including a reliable copier.
 - 20.4.5 Clean and hygienic classroom and facilities, all restrooms equipped and stocked with soap, paper towels, working faucets and sinks, toilet paper, and seat protectors.
- 20.5 Each site will have:
 - 20.5.1 A staff room equipped with a properly functioning microwave and refrigerator.
 - 20.5.2 Well-lighted, heated, and clean restroom for exclusive use of staff.
 - 20.5.3 A phone to be used for calls during lunch period(s), breaks, preps.
 - 20.5.4 A designated work area for specialists who are assigned at more than one location in the District.
 - 20.5.5 An intercom in each classroom.
 - 20.5.6 A reliable telephone in each classroom.

ARTICLE XXI – TRAINING FOR PARAPROFESSIONAL SUPPORT

- 21.1 The Special Education Director will develop a plan for the orientation and necessary training of classroom teachers prior to the assignment of a full inclusion student. Site administrators will ensure that teachers receiving inclusion students will be provided orientation training prior to the school year in which a teacher is to receive the inclusion student. In the case of a student enrolling in mid-year, this orientation will be implemented within 30 days of placement.
 - 21.1.1 Teachers who have been assigned a student with a full-time paraprofessional can request to receive additional training to assist them in serving the needs of the inclusion student. The District will apprise all teachers who have inclusion students of ongoing training opportunities. Teachers who participate in training which occurs on non-duty days will be compensated at their per diem rate unless the teacher opts to receive Professional Growth Incentive (PGI) units.
- 21.2 The site administrator, in collaboration with the Special Education Director, may consider the need to lower class size in order to provide additional physical space due to the special needs of a student with a paraprofessional.
 - 21.2.1 In grades K-5, a reasonable effort will be made to place not more than one student with a full-time paraprofessional for academic support in a classroom.
- 21.3 Unit members shall not be required to provide any specialized physical care (except in the case of an immediate emergency).
- 21.4 The District will make every effort to provide a pool of trained paraprofessionals, which will be available to provide short-term substitute assistance to the student.

ARTICLE XXII – CONCERTED ACTIVITIES

- 22.1 It is agreed and understood there will be no strike, work stoppage, slow-down, or other interference with the operation of the District by the Association or by its officers, agents or members during the term of this Agreement.
- 22.2 The Association and the District recognize the duty and obligations of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down or other interference with the operations of the District by unit members who are represented by the Association, the Association agrees to advise and direct those unit members to cease such action.
- 22.3 In the event the parties reach the conclusion of mandatory impasse procedures of the Rodda Act in their negotiations over the reopened terms of this Agreement, Sections 22.1, and 22.2 shall not apply.

ARTICLE XXIII – SAVINGS PROVISIONS

- 23.1 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.

ARTICLE XXIV – SUPPORT OF AGREEMENT

- 24.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiate process except by mutual agreement of the District and the Association.

ARTICLE XXV – COMPLETION OF MEET AND NEGOTIATE PROCESS

- 25.1 No later than the month of September of each year of this Agreement, both parties shall submit initial proposals to each other. For 2025-26, the parties may re-open on up to two (2) articles each plus compensation and benefits. The District shall give proper public notice of such proposals at the first school board meeting following the submission of the proposals.
- 25.2 In addition, matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

ARTICLE XXVI – TERM OF AGREEMENT

26.1 Except as otherwise provided, this Agreement is effective as of July 1, 2023 and shall remain in effect until June 30, 2026.

IN WITNESS WHEREOF, the Board of Trustees of the District has caused the Superintendent of the District, and the Association has caused its President, to sign this Agreement.

Date _____

Date _____

Jeremy Decker, Superintendent
Windsor Unified School District

Jeff Hardie, President
Windsor District Educators Association

APPENDIX A-1 – SALARY SCHEDULE



CERTIFICATED SALARY SCHEDULE

Fiscal Year 2023-24(w/ 8%) - Includes 188 Work Days


STEP	AB: Less Than 45	AB: 45 + Units	AB: 60 + Units	AB: 75 + Units
STEP 1	58,059	58,670	59,279	60,594
STEP 2	58,670	59,279	60,594	63,231
STEP 3	59,279	60,594	63,231	65,867
STEP 4	60,594	63,231	65,867	68,502
STEP 5	63,231	65,867	68,502	71,133
STEP 6	65,867	68,502	71,133	73,770
STEP 7	68,502	71,133	73,770	76,406
STEP 8	71,133	73,770	76,406	79,042
STEP 9	73,770	76,406	79,042	81,674
STEP 10	76,406	79,042	81,674	84,310
STEP 11	79,042	81,674	84,310	86,942
STEP 12	81,674	84,310	86,942	89,575
STEP 13	82,729	85,365	87,998	90,630
STEP 14	83,781	86,416	89,052	91,683
STEP 15	84,836	87,471	90,107	92,741
STEP 16	85,889	88,525	91,161	93,794
STEP 17	86,942	89,583	92,213	94,849
STEP 18	87,998	90,630	93,269	95,900
STEP 19	89,052	91,683	94,320	96,956
STEP 20	90,104	92,768	95,375	98,010
STEP 21	91,161	93,794	96,427	99,064
STEP 22	92,213	94,849	97,481	100,116
STEP 23	93,269	95,900	98,537	101,171
STEP 24	94,320	96,956	99,590	102,226
STEP 25	95,453	98,119	100,785	103,453
STEP 26	96,597	99,297	101,996	104,694
STEP 27	97,757	100,488	103,219	105,950
STEP 28	98,930	101,694	104,457	107,222
STEP 29	100,118	102,914	105,711	108,508
STEP 30	101,319	104,150	106,980	109,810

Effective 07/01/14, annual stipends of \$1000.00 shall be paid for each master's degree(s) and doctoral degree. An annual stipend of \$1000.00 shall be paid for National Board Certification for teachers and Speech and Language Therapists. An annual stipend of \$800.00 shall be paid for demonstrated bilingual skills (as defined by BCLAD Certification) and special education assignment. Effective 8.7.17, an annual stipend of \$800 per year will be paid to teachers in the ED program.


This salary schedule is based on Teacher Calendar of 184 days, plus 4 professional development days, for a total of 188 days.

Board Approved: **November 16, 2023**

Windsor Unified School District

				
MIDDLE SCHOOL COUNSELOR SALARY SCHEDULE				
Fiscal Year 2023-2024- Includes 193 Work Days				
STEP	AB: Less Than 45	AB: 45 + Units	AB: 60 + Units	AB: 75 + Units
STEP 1	59,602	60,229	60,856	62,206
STEP 2	60,231	60,856	62,206	64,913
STEP 3	60,856	62,206	64,913	67,620
STEP 4	62,206	64,913	67,988	70,323
STEP 5	64,913	67,620	70,323	73,026
STEP 6	67,620	70,323	73,026	75,733
STEP 7	70,323	73,026	75,733	78,436
STEP 8	73,026	75,733	78,436	81,146
STEP 9	75,733	78,436	81,146	83,846
STEP 10	78,436	81,146	83,846	86,551
STEP 11	81,146	83,846	86,551	89,253
STEP 12	83,846	86,551	89,253	91,956
STEP 13	84,930	87,634	90,338	93,040
STEP 14	86,009	88,714	91,420	94,122
STEP 15	87,063	89,798	92,502	95,206
STEP 16	88,174	90,880	93,487	96,288
STEP 17	89,253	91,965	94,666	97,371
STEP 18	90,338	93,040	95,750	98,451
STEP 19	91,420	94,122	96,827	99,536
STEP 20	92,501	95,235	97,912	100,616
STEP 21	93,584	96,288	98,992	101,696
STEP 22	94,666	97,371	100,074	102,778
STEP 23	95,750	98,451	101,156	103,860
STEP 24	96,827	99,536	102,239	104,945
STEP 25	97,892	100,630	103,365	106,099
STEP 26	98,969	101,738	104,502	107,266
STEP 27	100,059	102,857	105,651	108,446
STEP 28	101,159	103,988	106,813	109,638
STEP 29	102,273	105,133	107,988	110,845
STEP 30	103,397	106,289	109,175	112,064
Effective 07/01/14, annual stipends of \$1000.00 shall be paid for each master's degree(s) and doctoral degree. An annual stipend of \$1000.00 shall be paid for National Board Certification for teachers and Speech and Language Therapists. An annual stipend of \$800.00 shall be paid for demonstrated bilingual skills (as defined by BCLAD Certification) and special education assignment. Effective 8.7.17, an annual stipend of \$800 per year will be paid to teachers in the ED program.				
Middle School Counselor Salary Schedule calendar is based on Teacher Calendar, plus five days.				
<div>Approved: November 16, 2023</div>				

Windsor Unified School District

					
HIGH SCHOOL COUNSELOR SALARY SCHEDULE					
Fiscal Year 2023-234- Includes 198 Work Days					
STEP	AB: Less Than 45	AB: 45 + Units	AB: 60 + Units	AB: 75 + Units	
STEP 1	61,149	61,790	62,430	63,817	
STEP 2	61,790	62,430	63,817	66,595	
STEP 3	62,430	63,817	66,595	69,371	
STEP 4	63,817	66,595	69,371	72,146	
STEP 5	66,595	69,371	72,146	74,917	
STEP 6	69,371	72,146	74,917	77,695	
STEP 7	72,146	74,917	77,695	80,468	
STEP 8	74,917	77,695	80,468	83,246	
STEP 9	77,695	80,468	83,246	86,017	
STEP 10	80,468	83,246	86,017	88,793	
STEP 11	83,247	86,017	88,793	91,566	
STEP 12	86,017	88,793	91,566	94,339	
STEP 13	87,130	89,905	92,679	95,449	
STEP 14	88,238	91,013	93,788	96,560	
STEP 15	89,347	92,124	94,899	97,674	
STEP 16	90,456	93,234	96,008	98,782	
STEP 17	91,566	94,347	97,119	99,894	
STEP 18	92,679	95,450	98,230	100,999	
STEP 19	93,788	96,560	99,338	102,114	
STEP 20	94,896	97,701	100,449	103,222	
STEP 21	96,008	98,782	101,557	104,371	
STEP 22	97,119	99,894	102,666	105,441	
STEP 23	98,230	100,999	103,777	106,553	
STEP 24	99,338	102,114	104,887	107,664	
STEP 25	100,430	103,236	106,041	108,849	
STEP 26	101,535	104,372	107,207	110,046	
STEP 27	102,653	105,520	108,387	111,257	
STEP 28	103,782	106,681	109,579	112,480	
STEP 29	104,923	107,854	110,784	113,718	
STEP 30	106,077	109,041	112,004	114,968	
Effective 07/01/14, annual stipends of \$1000.00 shall be paid for each master's degree(s) and doctoral degree. An annual stipend of \$1000.00 shall be paid for National Board Certification for teachers and Speech and Language Therapists. An annual stipend of \$800.00 shall be paid for demonstrated bilingual skills (as defined by BCLAD Certification) and special education assignment. Effective 8.7.17, an annual stipend of \$800 per year will be paid to teachers in the ED program.					
High School Counselor Salary Schedule calendar is based on Teacher Calendar, plus ten days.					
Pending Board Approval: November 16, 2023					

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APPENDIX A-2 – SALARY GUIDELINES

Members of the bargaining unit shall be paid in accordance with the Certificated Salary Schedule contained in the Collective Bargaining Agreement between the Windsor Unified School District and the Windsor District Educators Association. Unit members shall be placed and/or advanced on the salary schedule as follows:

A. Definitions

One (1) year of service is defined as:

Not less than seventy five percent (75%) of the equivalent of full-time service (.75 FTE) for one school year.

B. Advancement

(1) Members of the bargaining unit shall advance on the Certificated Salary Schedule one (1) step for each “year of service,” as defined above, occupying each step in succession until the maximum step of the column assigned is reached or until the member qualifies and is approved for column advancement. Upon reaching the maximum step of a column, the member shall remain on that step until qualified and approved for a higher column advancement, which permits more service credit.

(2) Two or more consecutive years of regular part-time service at less than .75 FTE may be accumulated to attain the 75% requirement in order to advance one (1) step. Fractions remaining after such an accumulated advancement of yearly service, however, may not be carried forward to future years.

(3) A valid credential authorizing service at the specified grade level is required for advancement on the salary schedule.

(4) Advancement(s) shall be made at the beginning of the academic year, and unit members shall receive notice no later than October 1 of their current year’s placement on the salary schedule.

(5) Employees who are on unpaid leave of absence for more than 45 days in a school year will not receive a step increase for that year.

C. Initial Placement on the Salary Schedule

(1) Upon initial employment, service credit shall be granted on the basis of one (1) step for each year of properly verified comparable experience, as measured by the “year of service” definition set forth above. Service credit, as referenced herein, shall be limited to public school or accredited private school service.

- (2) *For current members hired on or prior July 1, 2023, the District shall effect a one-time salary schedule adjustment to reflect previous years of service, including service within the District, which are not currently reflected on the unit member's step in placement. There shall be no retroactive compensation. Effective July 1, 2023, unit members shall be placed on their new salary schedule step. Based on current knowledge, the District estimates that this has an approximate cost of 1.33%. Proposed changes to Appendix A-2 Salary Guidelines per the District's March 8, 2019, 9:30 am supposal, attached will be addressed through Board Policy.*
- (3) CTE Experience
 - a. Effective July 1, 2024, for Unit Members possessing only a valid Designated Subjects Career Technical Education Teaching Credential or ROP Credential, column placement will be based on years of experience sufficient to meet the requirements for experience as determined by the CTC/ROP credentialing process. CTE teachers possessing a BA/BS and post-Bachelor's coursework will be placed on the salary schedule based on applicable units OR will be presumed to have a Bachelors + 44 units, whichever places them at the highest column on the salary schedule
 - i. A year of experience for purposes of this agreement is defined as a minimum of 1000 clock hours and the experience may be full-time or part-time, paid or unpaid. Experience must be in an occupation or role relevant to the Industry Sector identified in the credential.

II. Training Credit

Advancement through the columns shall be in accordance with all of the following:

- A. With the prior approval of the District, credit will only be given for units of study successfully completed.
- B. Except as otherwise provided, units approved by the District for credit must be upper division or graduate units from an accredited institution that relate directly to the assignment of the employee. Units approved will preferably be in the individual's major or minor field and must be related to the unit member's present or reasonably possible future assignment and of demonstrable direct benefit to unit member and the District.
- C. A unit member may be permitted to earn additional lower division credits if the unit member and the District designee determine that the course will enhance the quality of instruction and will be of benefit to the District and unit member.

D. Units approved shall be applied as semester units only. One (1) semester unit shall be equal to one (1) salary credit. One (1) "quarter" unit shall be equal to two thirds ($2/3$) of a semester unit.

E. Credit may be earned for successfully completed out of District in-service/workshops that are related to the unit member's present or possible future assignment. Fifteen (15) hours of documented in-service class or workshop time will equal one (1) semester unit. The certifying agency/college will determine unit credit granted.

F. The annual salaries set forth in this Agreement shall be paid in ten (10) equal installments.

G. The District must be notified by appropriate documentation prior to August 1st of a school year if credit on the salary schedule is to be granted for that school year. Study successfully completed during the summer session immediately preceding the beginning of the school year may be verified by a document signed by the teacher of the course, pending receipt of an official transcript covering the course.

H. Salary advancement credit will be allowed for coursework or workshops for which the expenses of the units have been paid for by the unit member.

APPENDIX A-3 – EXTRA DUTY STIPEND SCHEDULE

APPENDIX A-3 WINDSOR UNIFIED SCHOOL DISTRICT EXTRA DUTY STIPEND SCHEDULE FISCAL YEAR 2023-2024

	Range Groups			
Years	1	2	3	4
1	1,777	1,317	657	570
2	1,852	1,369	886	570
3	1,930	1,423	916	570

Range Group 1 High School	Range Group 2 Middle School	Range Group 3	Range Group 4
AVID Coordinator	Activities/Intramural - WMS/CCLA	Gate Coordinator - BES	District BAC
Activities Director	AVID Coordinator - WMS/CCLA	Student Government	School Site Council
Drama**	Drama*	SST Leaders	
Dance Production	Ballet Folklorico	Teacher in Charge	
Yearbook	Music*		
Music-Marching/Concert	Yearbook		
Intramural Sports	Outdoor Education Chairperson		
Speech & Debate			
Music-Marching/Concert			
Broadcast Journalism			

Other Stipends:

1. Outdoor Education Chairperson – WMS \$1,682.00
2. Outdoor Education Participation - \$50/night
3. WASC Accreditation Chairperson **WHS**: \$632/per person (6); **NBMA/WOA**: \$632/per person (3). These stipends at **WHS** and **NBMA/WOA** will be for the self-study and visitation year.
4. Secondary Department Leads 6-12: **WHS**: \$2,500 +\$30 per section – Fine Art, English, World Language, Health/PE, Science, Social Studies, Special Needs, Counseling, Math and (2) At Large.
5. **WMS**: ELA, Math, Physical Education, Science, Social Studies and 7-8 At Large. WMS Department leads will receive \$30/section consisting of unit members who do not fall within one or the other departments.
6. **TK – 5 Grade Level Lead Teachers**: \$2500/per year.
7. Technology Assistants: \$1,282/per person – one per site
8. Alt Ed Leaving to Learn Coordinator - \$1,282

These stipends will be paid annually on the final supplemental payroll of the school year. These stipends are for extra duties completed outside the scheduled workday.

* A minimum of two (2) major productions per school year

Board Approval: December 14, 2023

APPENDIX A-4 – COACHING STIPEND SCHEDULE **WINDSOR UNIFIED SCHOOL DISTRICT**

FISCAL YEAR 2023-2024

WINDSOR UNIFIED SCHOOL DISTRICT								
COACHING STIPEND SCHEDULE								
RANGE								
		1	2	3	4	5	6	7
YEAR	1	\$7,000.00	\$6,500.00	\$5,500.00	\$4,500.00	\$2,500.00	\$2,000.00	\$1,500.00
	2	\$7,500.00	\$7,000.00	\$6,000.00	\$5,000.00	\$2,750.00	\$2,250.00	\$1,750.00
	3	\$8,000.00	\$7,500.00	\$6,500.00	\$5,500.00	\$3,000.00	\$2,500.00	\$2,000.00
SPORT	WHS ATHLETIC DIRECTOR **	Varsity Football (B)	Varsity Basketball (B/G)	Varsity Baseball (B)	Varsity Badminton (COED)	JV Baseball (B)	6-8TH GRADE CCLA*	
				Varsity Cheer Sideline	Varsity Cross Country (COED)	JV Basketball (B/G)	6-8TH GRADE WMS*	
				Varsity Soccer (B/G)	Varsity Football Asst. (3)	JV Cheer Sideline	Freshmen Baseball (B)	
				Varsity Softball (G)	Varsity Golf (B/G)	JV Football (B)	Freshmen Basketball (B/G)	
				Varsity Track & Field (B/G)	Varsity Lacrosse (B/G)	JV Lacrosse (B/G)	Freshmen Softball (G)	
				Varsity Volleyball (G)	Varsity Swimming (B/G)	JV Soccer (B/G)	Freshmen Volleyball (G)	
				Varsity Wrestling (B/G)	Varsity Tennis (B/G)	JV Softball (G)	JV Football Asst.	
				WMS Athletic Director **	Varsity Traditional Comp Cheer	JV Swimming (B/G)	WHS Dance Team (COED)	
				CCLA Athletic Director**		JV Track & Field (B/G)	WHS Esports Team (COED)	
						JV Volleyball (G)		
						JV Wrestling (B/G)		
						Varsity Cross Country Asst.		
These Stipends will be paid on the first available supplemental payroll after the end of the season.								
* One coach per 50 students grades 6-8 w/ maximum of 10 coaches per school								
** Athletic Director stipends may be divided into two equal payments paid at the end of November and at the end of April								
(WMS and CCLA Athletic Director will receive one combined stipend for both North Valley and West County duties)								
							Board Approved August 2022	

APPENDIX A-5 – AVAILABLE BENEFIT PLANS

Effective July 1, 2023 benefit plans available to unit members in accordance with Article VI, Health and Welfare, are the following:

CERTIFICATED, MANAGEMENT & TRUSTEE			
10-1-2023 to 09-30-2024 Anthem Blue Cross PPO 2B			
	Total Cost	Full Time Employee Pays	District Contribution
Employee Only	1218.00	342.86	875.14
Employee plus One	2180.00	613.83	1566.17
Employee plus Children	1790.00	503.53	1286.47
Employee plus Family	2643.00	743.86	1899.14

Anthem Blue Cross Wellness 1C			
	Total Cost	Full Time Employee Pays	District Contribution
Employee Only	1059.00	183.86	875.14
Employee plus One	1895.00	328.83	1566.17
Employee plus Children	1557.00	270.53	1286.47
Employee plus Family	2298.00	398.86	1899.14

CVT PPO Bronze Plan (ACA compliant)			
	Total Cost	Full Time Employee Pays	District Contribution
Employee Only	588.00	0.00	588.00
Employee plus One	1053.00	0.00	1053.00
Employee plus Children	865.00	0.00	865.00
Employee plus Family	1275.00	0.00	1275.00

Kaiser Plan 3			
	Total Cost	Full Time Employee Pays	District Contribution
Employee Only	1217.00	341.86	875.14
Employee plus One	2175.00	608.83	1566.17
Employee plus Children	1788.00	501.53	1286.47
Employee plus Family	2637.00	737.86	1899.14

Kaiser Wellness Plan KN1			
	Total Cost	Full Time Employee Pays	District Contribution
Employee Only	985.00	109.86	875.14
Employee plus One	1760.00	193.83	1566.17
Employee plus Children	1446.00	159.53	1286.47
Employee plus Family	2133.00	233.86	1899.14

Kaiser Bronze			
	Total Cost	Full Time Employee Pays	District Contribution
Employee Only	671.00	0.00	671.00
Employee plus One	1198.00	0.00	1198.00
Employee plus Children	985.00	0.00	985.00
Employee plus Family	1452.00	0.00	1452.00

Delta Dental and Vision Service Plan			
	Total Cost	Full Time Employee Contribution	District Contribution
Employee Only	134.50	0.00	134.50
Employee plus One	134.50	0.00	134.50
Employee plus Children	134.50	0.00	134.50
Employee plus Family	134.50	0.00	134.50

If you work less than full-time, your premiums will be **pro-rated** to your percentage of employment.
 Contact Payroll for the approximate cost. Certificated: Heather Lazzarini, hlazzarini@wusd.org.
 Classified: Donna Ercolini, dercolini@wusd.org.

APPENDIX B – PROFESSIONAL GROWTH REQUIREMENTS FOR CREDENTIAL RENEWAL

- A. Provisions for members who are subject to professional growth requirements for credential renewal.
1. This section applies to those unit members who earn their first clear multiple or single subject teaching credential after August 31, 1985.
 2. Those members of the bargaining unit to whom this section applies shall develop an individual program of professional growth which consists of a minimum of 150 clock hours of participation in activities which contribute to competence, performance, or effectiveness in the profession of education. This program is to be completed within a five-year period. The five year period begins September 1, 1985 or on the date that a credential takes effect after September 1, 1985.
 3. Professional growth requirements shall be implemented pursuant to Title 5, California Adm. Code, Section 80550 and following. It is the intent of the parties that implementation of these sections shall be in conformity with guidelines set forth in the most current "California Professional Growth Manual" published by the Commission on Teacher Credentialing. A copy of the manual shall be available to all program participants.
 4. The Superintendent or designee shall select professional growth advisors. No member of the bargaining unit shall be designated an advisor. A list of advisors shall be distributed to all program participants. Each credential holder will designate the advisor of choice.
 5. Professional growth activities shall be those set forth in the manual. Prior to beginning an activity which could accumulate clock hours, the credential holder shall submit the proposed plan to his/her advisor. Within five working days, the advisor shall review the proposed plan. If the proposed activity is in conformance with the manual, the advisor shall sign off on the proposed plan. If the proposed plan is not in conformance, then the reasons for non-conformance shall be placed in writing by the advisor. If the credential holder desires to amend an already approved activity for accumulation of clock hours, the same process shall be followed.
 6. The advisor shall approve or disapprove of proposed plans independently of any evaluation that may effect the credential holder's employment status.
 7. Any element of the program which is subject to the appeal procedure in the manual is not subject to the grievance procedure.

WINDSOR UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

Secondary Department Lead

DEFINITION: In collaboration with site administration, the position of Department Lead serves the school community by providing curricular leadership and oversight of departmental budgets and tasks. Selection will be done by admin in conjunction with the WDEA representative.

DISTINGUISHING CHARACTERISTICS: Department Leads should demonstrate organizational skills, knowledge of content, and an understanding of research relating to their particular subject area and the ability to collect and synthesize student data. Other desirable characteristics include rapport with colleagues and the ability to build consensus while working with other members of the department.

PRIMARY DUTIES AND RESPONSIBILITIES:

1. Act as a liaison between department members, district leadership, and feeder schools in order to promote curricular articulation and smooth transitions for students. Attend appropriate district-wide subject area meetings as needed to promote curricular articulation, academic rigor and relevance.
2. Organize and facilitate departmental meetings as appropriate, including meetings held during *Common Planning Time*, and disseminate relevant information to department members. Establish, revisit, and maintain proactive department norms for working collegially and promoting discussion around data and student achievement.
3. Support and facilitate the development and implementation of current/new curriculum and/or assessment practices. Promote continual improvement of the site's instructional program and implementation of WASC Student Learning Outcomes if appropriate.
4. Provide input into the creation of the master schedule including types of sections and course rotations.
5. Provide input in school review programs (i.e., Board Meetings, LCAP, Site Council, WASC, Curriculum Compliance Reviews, and MTSS development) and/or other committees where a departmental perspective is needed.
6. Participate in a school-wide process for distribution of site funds, oversee individual departmental budgets, and coordinate requests/ordering and tracking of instructional materials, supplies, equipment, and other resources for adoption and/or purchase.

7. Attend and participate in monthly Leadership Team meetings. The District reserves the right to call additional Leadership Team meetings should an emergency need arise (additional professional development and meetings outside of the scope of the Leadership Team meetings schedule will be compensated at the hourly rate).
8. Release days not to exceed an average of one day a month in a school year without mutual agreement.

Windsor Unified School District Scope of Responsibility

TK-5 Grade Level Lead Teacher

DEFINITION: In collaboration with site administration, the position of TK-5 Grade Level Lead Teacher serves the school community by providing curricular leadership and oversight of designated budgets and tasks.

DISTINGUISHING CHARACTERISTICS: TK-5 Grade Level Lead Teacher should demonstrate strong organizational skills, knowledge of curriculum/(Common Core) content standards, knowledge of highly effective instructional strategies and understanding of the research relating to applicable subjects and best practices and implementing a cycle of continuous improvement. Applicants for the TK-5 Grade Level Lead Teacher position should have a minimum of two years teaching experience and relevant experience in the grade level they will be supporting.

PRIMARY DUTIES AND RESPONSIBILITIES MAY INCLUDE:

- Build culture through modeling healthy productive leadership skills and interactions
- Attend and participate in monthly Leadership Team meetings. The District reserves the right to call additional Leadership Team meetings should an emergency need arise (additional professional development and meetings outside of the scope of the Leadership Team meetings schedule will be compensated at the hourly rate).
- Organize and facilitate grade level meetings, as appropriate, including meetings held during Common Planning Time and Release Time Data meetings including:
 - The communication of information from Leadership meetings as it pertains to the grade level team
 - Sharing school-wide data and outcomes with grade level groups
 - Providing input for the formative and summative assessment cycle
- Act as a liaison between school sites in order to create smooth transitions for students. Attend appropriate district wide meetings, as needed, to promote curricular articulation and academic rigor and relevance.
- Serve as a representative of a grade level for district business such as the implementation of new curriculum or assessment practices
- Participate in school review programs where a grade level perspective is needed
- Participate in a school-wide process for distribution of site funds and coordinate requests for instructional materials, supplies, equipment and other resources for requisition and/or purchase.
- Participate in informal check ins with site administration in order to conduct day to day business of the school site and communicate possible needs of a grade level when needed
- Assist and support new teachers and long term substitutes who are teaching the grade level if needed

TEMPERAMENT:

- The ability to build consensus
- Promotes a professional working environment
- Assume positive intent
- Comfortable communicating between groups of people, including administrators

APPENDIX C – CALENDARS

Windsor Unified School District 2024-2025 Calendar											
	M	T	W	TH	F	Workdays / Holidays / Notes	TOTAL DAYS: Teacher Days Student Days	Highlights			
July 2024	1	2	3	4	5	4 Independence Day Holiday	0	Starting Date for Students			
	8	9	10	11	12			August 15, 2024			
	15	16	17	18	19			Last Day of School (Minimum Day)			
	22	23	24	25	26			June 6, 2025			
	29	30	31					Promotions/Graduations			
August				1	2	7 New Employee Orientation	17 (Includes Alt. Workday)	North Bay Met			
	5	6	7	8	9	8 Alternative Teacher Workday		Thursday, June 5, 2025 at 5:30 pm			
	12	13	14	15	16	9-12 Professional Development Days		Windsor Middle School Promotion			
	19	20	21	22	23	12 District Kick Off		Friday, June 6, 2025 at 10:00 am			
	26	27	28	29	30	13-14 Teacher Workday 14 Classified Workday 15 First Day of School		Cali Calmécac Language Academy Promotion			
September							20	Friday, June 6, 2025 at 6:30 pm			
	2	3	4	5	6	2 Labor Day		WUSD Graduation			
	9	10	11	12	13			Saturday, June 7, 2025 at 5:00 pm			
	16	17	18	19	20			State and National Holidays			
	23	24	25	26	27			Independence Day 7/4/24			
October							23	Labor Day 9/2/24			
		1	2	3	4			Veterans Day 11/11/24			
	7	8	9	10	11			Thanksgiving 11/28/24			
	14	15	16	17	18	18 End of 1st Quarter WMS, WOA, CCLA 5-8, & NBMA - Minimum Day		Christmas 12/25/24			
	21	22	23	24	25			New Years Day 1/1/25			
November							15	Martin Luther King Jr. Day 1/20/25			
				1	2	1 No School for Students: Professional Development Day		Lincoln's Day 2/10/25			
	4	5	6	7	8	11 Veteran's Day Observed		Presidents Day 2/17/25			
	11	12	13	14	15	18 End of First Trimester - Elementary		Memorial Day 5/26/25			
	18	19	20	21	22	18 - 22 Conferences (Elementary & CCLA TK-4 Minimum Days)		Juneteenth 6/19/25			
December							15	Thanksgiving Break			
	25	26	27	28	29	25 - 29 Thanksgiving Break		November 25-29, 2024			
	2	3	4	5	6	19-20 CCLA 5-8 Minimum Days		Winter Break			
	9	10	11	12	13	17 - 20 WMS & NBMA Final Exam - Minimum Days		Dec. 23, 2024 - Jan. 3, 2025 (Jan. 6 & 7 No Students)			
	16	17	18	19	20	20 End of 2nd Quarter & 1st Semester - Minimum Day - All		Spring Break			
January 2025							18	March 17-21, 2025			
	23	24	25	26	27	Winter Break Dec. 23 - January 3		Emergency Weather Days			
	30	31				25 Christmas Day		April 21 & May 19			
			1	2	3	1 New Year's Day		Teacher Workdays			
	6	7	8	9	10	6 Alternative Teacher Workday - No School for Students		Teacher Work Days: August 13 & 14, 2024			
February							17	Alternative Teacher Work Day 8/8/2024			
	13	14	15	16	17	7 No School for Students: Professional Development Day		Alternative Teacher Work Day 1/6/2025			
	20	21	22	23	24	8 Classes Resume		Professional Development Days - Certificated			
	27	28	29	30	31	20 Martin Luther King Jr. Day		August 9 & 12, 2024			
								November 1, 2024			
March							16	January 7, 2025			
	3	4	5	6	7	10 Lincoln's Birthday Celebrated		April 11, 2025			
	10	11	12	13	14	17 President's Day		Semesters			
	17	18	19	20	21	21 End of Second Trimester		End of 1st Semester - December 20, 2024			
	24	25	26	27	28			End of 2nd Semester - June 6, 2025			
April							21	Quarters			
	3	4	5	6	7	12 - 14 Conferences (Elementary & CCLA TK-4 Minimum Days)		End of 1st Quarter - October 18, 2024			
	10	11	12	13	14	14 End of 3rd Quarter WMS, WOA, CCLA 5-8 & NBMA - Minimum Day		End of 2nd Quarter - December 20, 2024			
	17	18	19	20	21	17-21 Spring Break		End of 3rd Quarter - March 14, 2025			
	24	25	26	27	28	24 Classes Resume		End of 4th Quarter - June 6, 2025			
May							20	Trimesters			
		1	2	3	4	11 No school for Students, Professional Development Day		End of 1st Trimester - November 18, 2024			
	7	8	9	10	11	April 21 - Emergency Weather Day		End of 2nd Trimester - February 21, 2025			
	14	15	16	17	18	If these days are not required to make up for Emergencies (fire/flood, PSPS), there will be no instruction on this day.		End of 3rd Trimester - June 6, 2025			
	21	22	23	24	25			MINIMUM DAYS			
June							5	All Wednesdays are minimum days			
				1	2			(Alt Ed excluded)			
	5	6	7	8	9	May 19 - Emergency Weather Day		Submitted for Board Approval:			
	12	13	14	15	16	26 Memorial Day Holiday		This calendar is subject to change			
	19	20	21	22	23	3-6 Final Exams - WMS, NBMA - Minimum Days		12/21/2023			
June							5				
	2	3	4	5	6	3-6 Final Exams - CCLA 6-8 - Minimum Days					
	9	10	11	12	13	6 Last Day of School Minimum Day - All					
	16	17	18	19	20						
	23	24	25	26	27	19 Juneteenth Holiday					
						Teacher Days= 188	Student Days= 180				

APPENDIX D – BELL SCHEDULES

BPL

24-25 BPL WINDSOR SCHEDULE					
Time	Monday	Tuesday	Wednesday	Thursday	Friday
8	new student seminar required for all new students until they have an LTI		STAFF ADVISORY MEETING STAFF CPT		
8:15					
8:30					
8:45					
9:00			Advisory		
9:15					
9:30	BREAK	BREAK	BREAK	BREAK	BREAK
9:45	movement block		Advisory		
10					
10:15					
10:30	new student seminar				
10:45					
11					
11:15					
11:30	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
12	on campus study hall available for interested students & families		workshops (2.75 hours)		
12:15					
12:30					
12:45					
1					
1:15					
1:30					
1:45					
2					
2:15					
2:45-3:30	DISMISSAL/PREP	DISMISSAL/PREP	DISMISSAL/PREP	DISMISSAL/PREP	DISMISSAL/PREP
	Monday	Tuesday	Wednesday	Thursday	Friday
	New students attend in am, may leave at lunch or stay until 2:45	Scheduled 1:1 appointments	All students attend advisory 9am-2:45	Scheduled 1:1 appointments	Scheduled 1:1 appointments
	Afternoon for scheduled 1:1 appointments	<i>potential LTI day</i>		<i>potential LTI day</i>	<i>potential LTI day</i>
	<i>potential LTI day</i>				
				LTIs should be at least 2 days per week. At least one of the days needs to be Thursday.	

WHS 24-25 BELL SCHEDULE

Regular Week Schedule									
A Day		B Day		A CPT Day (Late start for Students)		B Day		A Day	
Block 1	8:30 - 10:00	Block 5	8:30 - 10:00	Block 1	9:20 - 10:40	Block 5	8:30 - 10:00	Block 1	8:30 - 10:00
Break	10:00 - 10:10	Break	10:00 - 10:10	Break	10:40 - 10:50	Break	10:00 - 10:10	Break	10:00 - 10:10
Passing	10:10 - 10:15	Passing	10:10 - 10:15	Passing	10:50 - 10:55	Passing	10:10 - 10:15	Passing	10:10 - 10:15
Block 2	10:15 - 11:45	Block 6	10:15 - 11:45	Block 2	10:55 - 12:15	Block 6	10:15 - 11:45	Block 2	10:15 - 11:45
Lunch	11:45 - 12:20	Lunch	11:45 - 12:20	Lunch	12:15 - 12:45	Lunch	11:45 - 12:20	Lunch	11:45 - 12:20
Passing	12:20 - 12:25	Passing	12:20 - 12:25	Passing	12:45 - 12:50	Passing	12:20 - 12:25	Passing	12:20 - 12:25
Block 3	12:25 - 1:55	Block 7	12:25 - 1:55	Block 3	12:50 - 2:10	Block 7	12:25 - 1:55	Block 3	12:25 - 1:55
Passing	1:55 - 2:05	Passing	1:55 - 2:05	Passing	2:10 - 2:15	Passing	1:55 - 2:05	Passing	1:55 - 2:05
Block 4	2:05 - 3:35	Block 8	2:05 - 3:35	Block 4	2:15 - 3:35	Block 8	2:05 - 3:35	Block 4	2:05 - 3:35

Finals Schedules:

Fall Semester Finals Schedule				
	Dec. 13th	Dec. 14th	Dec. 15th	Dec. 16th
8:30 - 10:30	Final 1A	Final 7B	Final 3A	Final 5B
10:50 - 12:50	Final 2A	Final 8B	Final 4A	Final 6B
Spring Semester Finals Schedule				
	May 30th	May 31st	June 1st	June 2nd
8:30 - 10:30	Final 5B	Final 1A	Final 7B	Final 3A
10:50 - 12:50	Final 6B	Final 2A	Final 8B	Final 4A

Rally Schedules:

1A/5B Block	8:30 - 10:00
Break	10:00 - 10:10
Passing	10:10 - 10:15
2A/6B Block	10:15 - 11:45
Rally 1	10:15 - 10:50
Rally 2	11:10 - 11:45
Lunch	11:45 - 12:20
Passing	12:20 - 12:25
3A/7B Block	12:25 - 1:55
Passing	1:55 - 2:05
4A/8B Block	2:05 - 3:35

WMS 24-25 BELL SCHEDULE

Monday		Tuesday		Wednesday		Thursday		Friday	
1st	8:30 - 9:20	1st per	8:30 - 9:26	2nd per	8:30 - 9:54	1st per	8:30 - 9:26	1st per	8:30 - 9:26
2nd	9:24 - 10:05	3rd	9:30 - 10:54			3rd	9:30 - 10:54	2nd	9:30 - 10:54
Break	10:05 - 10:20	Break	10:54 - 11:09	Break	9:54 - 10:09	Break	10:54 - 11:09	Break	10:54 - 11:09
3	10:24 - 11:05	5th per	11:13 - 12:37	4th per	10:13 - 11:37	5th per	11:13 - 12:37	4th	11:13 - 12:37
4	11:09 - 11:50								
Lunch	11:50 - 12:25	Lunch	12:37 - 1:12	Lunch	11:37 - 12:12	Lunch	12:37 - 1:12	Lunch	12:37 - 1:12
5th	12:29 - 1:10	7th per	1:16 - 2:40	6th per	12:16 - 1:40	7th per	1:16 - 2:40	6th	1:16 - 2:40
6	1:14 - 1:55								
7	1:59 - 2:40			CPT					
1st per - 50 min									
41 min per		1st per - 56 min							
15 min break		84 min blocks							
35 min lunch									

Bell Schedule / Horario de Campana
Grades TK - 5 / Grados TK a Quinto
2024-2025

TK	Monday, Tuesday, Thursday, Friday	Wednesday
	Lunes, Martes, Jueves, Viernes	Miércoles
Start/Empieza	9:00	SAME
Recess /Recreo		
Lunch/Almuerzo		
Dismissal/Salida	1:00	
Kindergarten/Kinder	Monday, Tuesday, Thursday, Friday	Wednesday
	Lunes, Martes, Jueves, Viernes	Miércoles
Start/Empieza	8:25*	SAME
Recess/Recreo	9:45-10:05 (@ NIDO)	EL MISMO
Lunch/Almuerzo	11:40-12:00/12:00-12:20	
Dismissal/Salida	2:25	1:05
First Grade/Primero	Monday, Tuesday, Thursday, Friday	Wednesday
	Lunes, Martes, Jueves, Viernes	Miércoles
Start/Empieza	8:25*	SAME
Recess/Recreo	10:15-10:35 (@ NIDO)	EL MISMO
Lunch/Almuerzo	11:45-12:05/12:05-12:25	
Dismissal/Salida	2:25	1:05

Second Grade/Segundo	Monday, Tuesday, Thursday, Friday	Wednesday
	Lunes, Martes, Jueves, Viernes	Miércoles
Start/Empieza	8:25*	SAME
Recess/Recreo	9:50 - 10:05 (@ EL PARQUE)	EL MISMO
Lunch/Almuerzo	11:45-12:05/12:05-12:25	
Dismissal/Salida	2:25	1:05
Third Grade/Tercero	Monday, Tuesday, Thursday, Friday	Wednesday
	Lunes, Martes, Jueves, Viernes	Miércoles
Start/Empieza	8:25*	SAME
Recess/Recreo	10:10-10:25 (@EL PARQUE)	EL MISMO
Lunch/Almuerzo	12:15-12:35/12:35-12:55	
Dismissal/Salida	2:25	1:05
Fourth Grade/Cuarto	Monday, Tuesday, Thursday, Friday	Wednesday
	Lunes, Martes, Jueves, Viernes	Miércoles
Start/Empieza	8:25*	SAME
Recess/Recreo	10:30-10:50	EL MISMO
Lunch/Almuerzo	12:15-12:35/12:35-12:55	
Dismissal/Salida	2:45	1:55

	Monday, Tuesday, Thursday, Friday	Wednesday
Fifth Grade/Quinto	Lunes, Martes, Jueves, Viernes	Miércoles
Start/Empieza	8:25*	SAME
Recess/Recreo	10:30-10:50	EL MISMO
Lunch/Almuerzo	12:45-1:05/1:05-1:25	
Dismissal/Salida	2:45	1:55

*Class starts at 8:25am. At 8:26am students are tardy and need to get a tardy slip at the office. Our first bell rings at 8:20am to line up for class. Yard supervision starts at 7:30am.

*Las clases comienzan a las 8:25am. A las 8:26am los estudiantes necesitan obtener un pase de tardanza en la oficina. La primera campana suena a las 8:20am para hacer fila. Hay supervisión en el patio de recreo a partir de las 7:30am.

CCLA 6-8

CALI CALMÉCAC LANGUAGE ACADEMY

9491 Starr Rd. Windsor, CA 95492 • T: 707-837-7747 • F: 707-837-7752 • Absences: 707-837-7747 x4500

Lidia Teruel, Principal • Hector Soto, Asst. Principal • Beatriz Robles, Asst. Principal

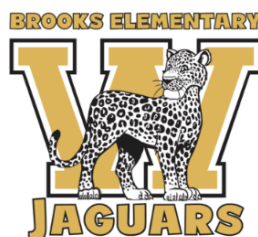
CCLA.wusd.org

Bell Schedule / Horario de Campana

Version 3 2024-2025

Monday / Lunes		Tuesday/Martes		Wednesday/Miércoles		Thursday/Jueves**		Friday / Viernes**	
1	8:25 - 9:07	1	8:25 - 9:45	4	8:25 - 9:45	1	8:25 - 9:45	4	8:25 - 9:45
2	9:12 - 9:54	Recess Recreo	9:45 - 10:00	Recess Recreo	9:45 - 10:00	Recess Recreo	9:45 - 10:00	Recess Recreo	9:45 - 10:00
3	9:58 - 10:40	2	10:04 - 11:24	5	10:04 - 11:24	2	10:04 - 11:24	5	10:04 - 11:24
Recess Recreo	10:40 - 10:55	3	11:28 - 12:48	6	11:28 - 12:48	3	11:28 - 12:48	6	11:28 - 12:48
4	10:59 - 11:41	Lunch Almuerzo	12:48 - 1:28	Lunch Almuerzo	12:48 - 1:28	Lunch Almuerzo	12:48 - 1:28	Lunch Almuerzo	12:48 - 1:28
5	11:45 - 12:27	Elective	1:33 - 2:45	Elective	1:32 - 1:55	Elective	1:33 - 2:45	Elective	1:33 - 2:45
6	12:31 - 1:13	Dismissal Salida	2:45	Dismissal Salida	1:55	Dismissal Salida	2:45	Dismissal Salida	2:45
Lunch	1:13 - 1:53	**We can switch the order of the periods to 3, 2, 1 and 6, 5, 4.							
7 (Elective/PE)	1:57 - 2:45								
Dismissal Salida	2:45								

BES



2023-2024

Bell Schedule / Horario de Campana

Monday, Tuesday, Thursday, Friday
Lunes, Martes, Jueves, Viernes

Wednesday
Miércoles

Third Grade/Tercer grado

Start/Empieza	8:30am
Recess/Recreo	9:55-10:10am
Lunch/Almuerzo	11:45-12:30pm
Dismissal/Salida	2:30pm

Third Grade/Tercer grado

Start/Empieza	8:30am
Recess/Recreo	9:55-10:10am
Lunch/Almuerzo	11:45-12:30pm
Dismissal/Salida	1:15pm

Fourth Grade/Cuarto Grado

Start/Empieza	8:30am
Recess/Recreo	10:35-10:50am
Lunch/Almuerzo	12:15pm-1:00pm
Dismissal/Salida	3:05pm

Fourth Grade/Cuarto Grado

Start/Empieza	8:30am
Recess/Recreo	10:35-10:50am
Lunch/Almuerzo	12:15pm-1:00pm
Dismissal/Salida	1:15pm

Fifth Grade/Quinto grado

Start/Empieza	8:30am
Recess/Recreo	10:15-10:30am
Lunch/Almuerzo	12:30-1:15pm
Dismissal/Salida	3:05pm

Fifth Grade/Quinto grado

Start/Empieza	8:30am
Recess/Recreo	10:15-10:30am
Lunch/Almuerzo	12:30-1:15pm
Dismissal/Salida	1:15pm

750 Natalie Drive, Windsor, CA 95492, 707-837-7717 * Annette Zucconi, M.Ed., Principal
Updated: 5/31/23

MWE

APPENDIX E – AGREEMENT TO TEACH “ZERO PERIOD”

In accordance with the collective bargaining agreement, the Windsor Unified School District (WUSD), Windsor District Educators Association (WDEA) and _____ (Employee) agree that in an effort to properly staff _____ (School), Employee shall be allowed to teach a “zero period” class for the _____ school year.

Specifically, Employee’s teaching assignment will be:

*If a unit member teaches a zero period class, their full instructional day shall not be longer than the regular non-zero period school day. Zero period will be scheduled such that the unit member can attend Common Planning Time meetings. (Article 4.9)

Employee Signature

Date

Superintendent/Designee
Windsor Unified School District

Date

President/Designee
Windsor District Educators Association

Date

APPENDIX F – AGREEMENT TO TEACH IN EXCESS OF 1.0 FTE

The Windsor Unified School District (WUSD), Windsor District Educators Association, (WDEA) and _____ (Employee) agree that in an effort to properly staff _____ (School), Employee shall be allowed to exceed a 1.0 FTE teaching assignment.

Specifically, Employee will teach _____ sections for an additional _____ FTE at _____ (School):

_____ for the remainder of the _____ school year only or,
_____ until a qualified teacher is hired

It is understood that, as per AB 1509, the Defined Benefit Supplement Program compensation earned from service above a 1.0 FTE will be placed in the employee's Defined Benefit Supplement Program; a hybrid cash balance plan for Defined Benefit members that provides additional savings for retirement. No additional contribution for health benefits is realized with this agreement.

Employee Signature

Date

Superintendent/Designee
Windsor Unified School District

Date

President/Designee
Windsor District Educators Association

Date