

**AGREEMENT
BY AND BETWEEN
THE GOVERNING BOARD
OF THE
WRIGHT ELEMENTARY SCHOOL DISTRICT
AND THE
WRIGHT EDUCATOR'S ASSOCIATION**

JANUARY 1998

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ARTICLE 1: AGREEMENT

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Wright Elementary School District (“District”) and the Wright Education Association CTA/NEA (“Association”), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code (“Act”).

ARTICLE 2: RECOGNITION

- 2.1 The district recognizes the Association as the exclusive representative defined in the Act of all certificated employees of the District - excluding management, confidential, supervisory, classroom aides, and substitute employees - for the purposes of meeting and negotiating.

ARTICLE 3: TERM, RENEGOTIATION AND REOPENERS

3.1 TERM

Except as may otherwise be provided, this Agreement shall remain in full force and effect from year-to-year unless either party submits appropriate notice to amend or modify for a subsequent term.

3.2 RENEGOTIATION

3.2.1 Both parties agree that any amendments to the Agreement will be presented and discussed in Collaborative Bargaining. Changes in the Agreement will be made by consensus vote and then ratified by both the Association and the District. Rules of procedure will be determined yearly by consensus of the Collaborative Bargaining Council.

3.2.2 In the event that the process of Collaborative Bargaining is terminated, the following procedure for renegotiation will be implemented:

3.2.2.1 If either party desires to amend this Agreement for future term, it shall, during the month of February preceding its expiration, provide to the other written notice of intent to amend or modify and shall include with such notice ten (10) complete copies of proposed modifications.

3.2.2.2 Upon satisfaction of the public notice requirement, and not later than sixty (60) calendar days following submission of the proposal of either party, negotiations shall commence at a mutually acceptable time and place for the purposes of considering proposed modification to this Agreement.

3.2.2.3 The Association shall be provided reasonable release time for a reasonable number of representatives to participate in negotiations.

3.2.2.4 Either party may utilize the service of an outside consultant to assist in the

bargaining process.

- 3.2.2.5 During the spring of the School year, the parties shall commence negotiations relative to Article 14 - Wages, and Article 12 - Health and Welfare Benefits and three (3) Articles of choice selected by the Association. The District may also select three (3) Articles of choice from the Collective Bargaining Agreement, or any other article or amendment of such choice.

ARTICLE 4: AGENCY FEE AND DUES DEDUCTIONS

4.1 DUES DEDUCTION

Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing payroll deduction of membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. The manner of deduction requested shall be such that it does not constitute an unreasonable bookkeeping or accounting burden on the District.

4.2 AGENCY FEES

Any teacher who is not a member of the Association or who does not make application for membership within thirty (30) calendar days from the date of commencement of teaching duties shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues payable to the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph 4.1 of this Article. In the event that a teacher shall not pay such fee directly to CTA or authorized payment through payroll deduction, the Association may request the District in writing to discharge said teacher. The District shall notify the employee of such a request within five (5) work days, and shall discharge the employee within thirty (30) calendar days after such written notification unless said teacher tenders all monies due and owing within the thirty (30) calendar day period.

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

4.2.2 The Association agrees to hold the District harmless and indemnify it with regard to any discharge under this Section.

ARTICLE 5: ASSOCIATION RIGHTS

5.1 USE OF FACILITIES

The Association shall have the right to make reasonable use of buildings and facilities at reasonable times, provided such use does not interfere with nor interrupt class or other normal school operations.

5.2 BULLETIN BOARDS AND MAIL SERVICE

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards; at least one shall be provided in each school building in areas frequented by teachers. The Association may use the District mail service and teacher mailboxes for communications to unit members provided such use does not interfere with normal school operations.

5.3 ACCESS TO DISTRICT PROPERTY

Representatives of the Association shall have access to unit members in the schools. Such representatives shall make known their presence to the school principal or designee. Such access shall be at all times provided there is no interruption to the educational program.

5.4 SCHOOL BOARD AGENDA

The Association shall have the right to a regular place on the agenda and to place items on the agenda if Board action is to be taken.

5.5 ROSTER OF MEMBERS

Names, addresses and telephone numbers of all unit members (except for those unit members who have indicated in writing that such information be kept confidential) shall be provided to the Association without cost no later than November 1 of each school year.

5.5.1 The District shall supply the Association with a list of names and addresses of all new teachers no later than ten (10) work days after they have been hired (with the same exception as noted in 5.5 above).

5.6 NEW EMPLOYEE ORIENTATION

The District shall provide access to any new employee orientations. WEA shall receive notice of the time and date of any orientations at least 10 workdays in advance. If a shorter time frame is necessary for the smooth operation of the District that was not foreseeable, shorter notice may be given. WEA shall be allotted up to 1 hour of exclusive time during the orientation. If an orientation is done one-on-one with a new hire, WEA shall be given 30 minutes of exclusive time with the new hire. If no orientation is held, the Membership Chair may meet with the new hire during non-instructional times of the work day.

The District will inform new hires that the current WEA contract is maintained on its webpage and will email a copy of the current contract to all unit members by October 1st of each school year.

5.7 ASSOCIATION RELEASE TIME

The Association representatives shall have a total of eight (8) teacher days of released time per year without loss of compensation and at no cost to the District during the duration of this contract to utilize for local, state or national conferences or for conducting other business pertinent to Association affairs. The Association shall reimburse the District for the cost of a substitute when needed. These representatives shall be excused from school duties upon advance notification to their immediate supervisor. Such time shall be taken in full or half day increments.

5.8 ASSOCIATION MEETINGS

Unit members who wish to attend Association meetings at their own site or another site may

leave at the end of the student instruction day to do so, providing that their absence does not interfere with prescribed duties and that this provision is not used more than two (2) times per month.

5.9 ADVISORY RELATIONSHIPS

The District shall make a reasonable effort to solicit constructive input and advice from the Association on changes in or development of District policy relative to educational matters not covered by this agreement and not within the scope of negotiations. This section shall not be subject to the grievance procedure of this agreement.

ARTICLE 6: DISTRICT RIGHTS

6.1 POWER AND AUTHORITY

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control in conformance with the law. Included in those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the type and level of services to be provided and the method and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and type of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work as legally allowed under the Education and Government Codes; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, assign, classify, evaluate, promote, terminate and discipline employees.

6.2 CONTRACTUAL AND LEGAL LIMITATIONS

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 and express terms of this Agreement and, then, only to the extent such specific and express terms are in conformance with the law.

6.3 RIGHTS NOT WAIVED

The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner at a different time.

6.4 **GRIEVANCE LIMITATION**

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above described rights of the District is not subject to the grievance provisions set forth in the Agreement unless such dispute is otherwise grievable under another Article of the Agreement.

ARTICLE 7: GRIEVANCES

7.1 DEFINITIONS

7.1.1 A “grievance” is a formal written allegation by a grievant that she/he has been adversely affected by a violation of the specific provisions, interpretations and applications of this Agreement.

7.1.2 A "grievant" may be the Association, as a unit, for any alleged misapplication of the agreement across multiple employees, or any certificated non-management employee of the District covered by the terms of this Agreement for alleged individual violations of the contract.

7.1.3 A “day” is any day in which the central administration office of the District is open for business.

7.1.4 The “immediate supervisor” is the lowest level administrator designated to adjust grievances and having immediate jurisdiction over the grievant.

7.1.5 Time limits may be extended by written mutual agreement.

7.2 REPRESENTATION

The Association shall have the right to represent the grievant at any or all levels.

7.3 INFORMAL LEVEL

Before filing a formal written grievance, the grievant shall attempt to resolve the issue through an informal conference with the immediate supervisor within ten (10) days after the occurrence of the act or omission giving rise to the grievance. An Association representative may be present at this conference. Within ten (10) days of the informal conference, the immediate supervisor shall provide a written response to the grievant and Association representative, if any. The written response shall include the reasons for the

supervisor's decision. If the grievant and/or the Association is not satisfied with the results of the informal conference, the grievance may progress to formal levels.

7.4 FORMAL LEVELS

7.4.1 Level I: Immediate Supervisor

Within ten (10) days of receipt of the informal written response the grievant must present the grievance in writing to the immediate supervisor as designated by the District. This statement shall be a clear, concise statement of the grievance, including:

- 1) The intent to grieve.
- 2) The date of the act or omission giving rise to the grievance.
- 3) The contract section allegedly violated.
- 4) The circumstances involved.
- 5) The decision rendered at the informal conference.
- 6) The specific remedy sought.

The supervisor shall communicate his/her decision in writing to the employee within ten (10) days after receiving the grievance. Within the above time limits, either party may, in writing, request a personal conference. If the supervisor does not respond within the time limits, the grievant may appeal to the next level within 10 (ten) days of the expiration of the supervisor's time limit.

7.4.2 Level II: Superintendent

In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed, in writing, to the Superintendent within ten (10) days. This statement should include a copy of the original grievance, the decision rendered, and clear concise statements of the reasons for appeal. The Superintendent shall respond within ten (10) days. The Superintendent may request a personal conference within the above time

limits. If the Superintendent does not respond within time limits, the grievant may appeal to the next level.

7.4.3 Level III: Conciliation

7.4.3.1 If the grievant is not satisfied with the Level II decision, or if no decision is rendered within the specified time limits, the grievant may request the Association to seek conciliation pursuant to this section.

7.4.3.2 The Association, in writing, within ten (10) work days after receipt of disposition from Level II, may request the California State Mediation and Conciliation Service to provide a conciliator to assist the Association and the District in resolving the grievance. Copies of the written request to the Conciliation State Mediation and Conciliation Service will be sent to the Superintendent and grievant when the request is made.

7.4.3.3 The California State Mediation Conciliation Service will appoint a mediator (who shall be mutually acceptable to the District and Association). The mediator will attempt to resolve the grievance. If for any reason the California State Mediation and Conciliation Service fails to or refuses to act as provided herein, the parties shall meet and seek alternative conciliation methods.

7.4.3.4 The mediator shall not make written public recommendations relative to the grievance unless recommendations are previously agreed upon by the parties.

7.4.4 Level IV: Arbitration

7.4.4.1 If the grievant is not satisfied with the outcome of Level III, the grievant may, within ten (10) days after the conciliator releases the parties, submit a request in writing to the Association for binding arbitration of the dispute.

- 7.4.4.2 Within ten (10) days of the Association's receipt of the request, the Association shall notify the Superintendent of the decision to proceed to binding arbitration.
- 7.4.4.3 The parties shall attempt to select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the California State Mediation and Conciliation Service. The parties will be bound by the rules and procedures of the California State Mediation and Conciliation Service in the selection of an arbitrator, and the arbitrator shall proceed under the voluntary Labor Arbitration Rules of said service.
- 7.4.4.4 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator will be final and binding upon the parties of this Agreement.
- 7.4.4.5 All costs for the services of the arbitrator or conciliator will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

7.5 LIMITATIONS ON POWER OF ARBITRATOR

The limitations on the power of the arbitrator are as follows:

- 7.5.1 She/he shall have no power to add to or subtract from or modify any of the provisions of this or any supplemental agreement.
- 7.5.2 She/he shall have no power to establish or change salary schedules or rates.
- 7.5.3 She/he shall have no power to substitute his/her discretion for that of the District or Association where either party has retained discretion or is given discretion by the express terms of this Agreement or by any supplementary written agreement.

7.5.4 The parties agree that the power and jurisdiction of the arbitrator shall be limited to deciding whether there has been a violation of a provision of this Agreement. She/he shall not be empowered and shall have no authority to base his/her award on any alleged practice or oral understanding which is not incorporated in writing.

7.6 **RELEASE TIME**

The District will provide reasonable release time to the grievant, his/her representative and appropriate witnesses for the purpose of attending meetings required by this procedure. The parties will make a reasonable effort to schedule such meetings so as not to interfere with student contact time.

ARTICLE 8: EVALUATION PROCEDURE

8.1 PURPOSE

The primary purpose of evaluation is to maintain and improve the quality of education and to assist all WEA members in improving their professional skills.

8.1.1 The evaluator shall:

- commend WEA members in areas of competence and effective instruction.
- identify areas of weakness which can be strengthened to improve the effectiveness of WEA members so that such conditions may be remedied.
- assist WEA members to overcome weaknesses and improve effectiveness.

8.1.2 The District retains sole responsibility for evaluation of WEA members.

8.2 AREAS OF EVALUATION

8.2.1 The evaluation shall be based primarily on the evaluator's direct observation(s) of the WEA member with regard the-appropriate professional standards.

- ❖ Engaging and Supporting All Students in Learning
- ❖ Creating and Maintaining Effective Environments for Student Learning
- ❖ Understanding and Organizing Subject Matter for Student Learning
- ❖ Planning Instruction and Designing Learning Experiences for All Students
- ❖ Assessing Students for Learning
- ❖ Developing as a Professional Educator

8.2.2 Evaluation of WEA members shall not include or be based upon the following:

- Standardized achievement test results.
- Achievement of objectives stated in Individual Educational Programs (IEPs) of special education students.
- The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the WEA member.
- Unsubstantiated statements proceeding from rumor or gossip or hearsay.
- Any aspect of the educational program over which the WEA member has no authority or ability to correct deficiencies.
- The private life of a WEA member except as it may interfere with the

WEA member's performance of assigned functions during the work day.

8.3 GENERAL PROVISIONS

8.3.1 Frequency

8.3.1.1 Probationary WEA members shall be evaluated once a year according to Plan A procedures.

8.3.1.2 Temporary WEA members shall be evaluated once a year according to Plan A procedures for the first 3 years.

If a temporary WEA member's evaluations for the past 3 years have met or exemplified standards, then the WEA member shall be evaluated on the same schedule as permanent WEA members for the remainder of his/her employment as a temporary WEA member.

8.3.1.3 Permanent WEA members shall be evaluated at least once every other year if the permanent WEA member's final evaluation from the preceding year recommended that the WEA member "continue in employment without reservation".

Otherwise, the permanent WEA member will be evaluated annually.

For permanent WEA members, Plan A is the basic evaluation instrument and shall be used at least every four years. Plan B may be substituted on an alternating basis (i.e., at the two year interval) for permanent WEA members by mutual agreement of the WEA member and the evaluator.

8.3.1.4 Five Year Option

Permanent WEA members may elect to be evaluated every five years if all of the following conditions are met.

8.3.1.4.1 The WEA member has been employed with the District for at least ten (10) years.

8.3.1.4.2 The WEA member's five (5) previous consecutive evaluations have met or exemplified standards.

8.3.1.4.3 The WEA member and the evaluator mutually consent to the five (5) year cycle. The evaluator has the right to withdraw consent at anytime. If consent is withdrawn, the evaluator will provide written notice (with reason) to the WEA member by November 1, and the regular evaluation timeline (8.3.4) shall be initiated. Withdrawal of consent is not subject to the grievance article. The five (5) year agreement shall be reviewed biannually by November 1, and continue only by mutual consent of the WEA member and the evaluator.

The five year timeline begins from the date of the last evaluation. At

the completion of a five year cycle, Plan A process will be used.

- 8.3.1.4.4 If a WEA member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one semester or longer, such evaluation shall take place during the first year of return to duty.

8.3.2 Evaluator

The WEA member's immediate administrator is responsible for evaluating personnel he/she supervises and providing them with assistance when necessary.

- 8.3.2.1 In the case of WEA members who are supervised by more than one administrator, the evaluator shall be determined by the Superintendent.

8.3.3 Forms

Any forms used for evaluation shall be mutually agreed upon by the District and the Association.

8.3.4 Timeline

Nov. 1	Notification of Evaluation Year
Nov. 15	Initial Conference with Evaluator
Dec. 15	First Observation for Temporary and Probationary WEA members
Feb. 1	First Observation for Permanent WEA members
Mar. 1	Final Evaluation Report and Conference – Temporary and Probationary WEA members
May 5	Final Evaluation Report and Conference - Permanent WEA members

8.3.5 Notification

WEA members to be evaluated during a particular school year will receive written notification designating the evaluator by November 1 of that year.

8.3.6 Orientation

Prior to November 15 the evaluator shall provide to the WEA member a copy of all evaluation forms, timelines, and the rubric for the appropriate professional standards. The following *additional* documents shall be provided to the WEA member upon the WEA member's request:

- Contract (Evaluation Article 8)
- School Board Policies regarding evaluation
- District/School adopted Goals and Objectives
- District adopted Curriculum Standards for WEA member's grade levels and/or subject areas

8.4 “PLAN A” PROCESS

8.4.1 Initial Conference

8.4.1.1 An initial conference shall be held by November 15 for the WEA member and the evaluator to:

- Review the evaluation process
- Review the appropriate professional standards. Mutually select **two** of the six standards as the focus of the evaluation.
- Mutually develop and agree upon one goal within each of the selected standards. The evaluator shall choose one goal and the WEA member shall choose at least one goal.

If the evaluator and the WEA member are unable to agree to the goals either party may declare so in writing. Such disagreement shall be referred for resolution to an Evaluation Assistance Team. The Team shall be created and meet with the WEA member within five work days.

The Team shall render a decision within three work days of their meeting. If no decision from the Team is made within the time limit, the matter shall be referred to the Superintendent with the decision to be given in writing within five work days.

8.4.1.2 The evaluator and the WEA member shall also identify any special considerations which the WEA member believes may inhibit her/his ability to meet the goals.

8.4.1.3 All agreements at the Initial Conference will be recorded on the **Certificated Evaluation Initial Conference – Plan A** form.

8.4.1.4 During the course of the evaluation period, circumstances may change which require revision of the original goals. The goals may be revised with the mutual agreement of the evaluator and the WEA member. If agreement on revision cannot be reached, the matter shall be referred to the Superintendent for a decision in writing within five work days.

8.4.2 Evaluation Assistance Team

8.4.2.1 WEA members shall not be required to participate in the evaluation(s) and/or observations of other WEA members. However, the WEA member or evaluator may request that the evaluation be assisted by an Evaluation Assistance Team. That team may assist with the development of goals, monitor observations and conferences, and assist with the development of improvement plans as needed. The Team will serve from its inception until the completion of that WEA member's evaluation.

8.4.2.2 That team shall consist of:

- The person indicated as the WEA member's evaluator.
- One team member shall be a certificated District employee appointed by the WEA member but may not be the WEA member.
- The third member shall be mutually agreed upon by the first two appointees. If agreement on the third member cannot be reached within two work days, both of the members will nominate two people as the third member. Both of the team members will rank the four nominees from four (4) (highest) to one (1). The nominee with the highest total ranking will be selected. Ties will be broken by lot.
- The chairperson of the team shall be the designated evaluator.

8.4.3 Observation

- 8.4.3.1 The evaluation of Teachers and Speech and Language Therapists shall include at least two formal classroom observations by the evaluator.
- 8.4.3.2 The evaluation of Counselors, Nurses, and Psychologists shall include at least two formal observations of them working with students by the evaluator.
- 8.4.3.3 With the mutual agreement of the WEA member and evaluator the number of formal classroom observations may be reduced to one for permanent WEA members.
- 8.4.3.4 Any formal observation to be used as part of the evaluation shall be no less than 20 consecutive minutes and shall be reduced to writing and discussed with the WEA member at a post-observation conference.
- 8.4.3.5 The WEA member shall be given a minimum of two work days notice prior to the initial observation.
- 8.4.3.6 The WEA member or evaluator may request a pre-observation conference to discuss the teaching methods and/or lesson goals.
- 8.4.3.7 Initial formal observations shall be completed by December 15 for temporary and probationary WEA members.
- 8.4.3.8 All formal observations shall be completed by March 1 for temporary and probationary WEA members and by May 5 for permanent WEA members.

8.4.4 Post-Observation Conference

- 8.4.4.1 Formal observations shall be followed by a post-observation conference within ten work days of each observation.
- 8.4.4.2 The evaluator and WEA member shall review the evaluator's written **Formal Observation Summary Report**. Copies of the Observation Summary Report shall be given to the WEA member at that time.

8.4.4.3 The evaluator's written Observation Summary Report shall contain commendations for accomplishments where appropriate.

8.4.5 Area of Weakness

An 'Area of Weakness' is defined as a substantial, documented concern by the evaluator that the WEA member's performance is unsatisfactory or needs improvement in one or more of the standards.

8.4.5.1 If an area of weakness is observed by the evaluator it shall be noted on the Observation Summary Report. The Observation Summary Report shall include written documentation of the observed area of weakness.

8.4.5.2 If an area of weakness has been noted on the Observation Summary Report, the WEA member shall, upon request, be entitled to an additional classroom observation, post-observation conference and Observation Summary Report, including a pre-observation conference. The WEA member may request an observation by a different District administrator.

8.4.5.3 The evaluator shall take action to assist the WEA member in improving areas of weakness.

8.4.5.4 Within five work days of a post-observation conference in which an area of weakness has been noted, the evaluator shall meet with the WEA member to develop a mutually agreed-upon improvement plan using the **Certificated Evaluation Improvement Plan** form (Improvement Plan).

8.4.5.5 In the written Improvement Plan the evaluator shall provide, but not be limited to the following:

- Specific recommendations for improvement.
- Assistance to implement such recommendations.
- Techniques to measure improvement including additional observations.
- A timeline for meeting the recommendations with frequent feedback.

8.4.5.6 Assistance may include, but is not limited to:

- Release time to observe exemplary teachers and/or to attend workshops or conferences.
- Assignment, by mutual agreement, of an appropriate mentor to the WEA member.
- Modeling of appropriate practice and techniques.
- Assistance with selection of instructional materials.

8.4.5.7 If the evaluator and WEA member cannot reach agreement about the content of the Improvement Plan or the adequacy of assistance to the WEA member in need,

they shall consult the Evaluation Assistance Team. (see section 8.4.1).

8.4.5.8 Within five working days the Team shall assist with the development of the Improvement Plan or modification of an existing plan. If the evaluator and WEA members cannot agree, the matter shall be referred to the Superintendent with the decision to be given in writing no later than five working days after submission.

8.4.5.9 The evaluator and WEA member shall have the opportunity to have a **Certificated Evaluation Monitoring of Improvement Plan** form and attach it to the Final Certificated Evaluation Report – Plan A regarding the Team’s assistance.

8.4.6 Final Evaluation Report In preparing the **Final Certificated Evaluation Report – Plan A** (Final Evaluation Report) for placement in the WEA member’s personnel file, the evaluator shall rely primarily on data collected through observations and post-observation conferences.

8.4.6.1 The final Evaluation Report shall contain one of the following recommendations:

- Continue in employment without reservation.
- Continue in employment with improvement needed in noted area(s). Overall performance meets District standards.
- Continue in employment with serious reservations. Immediate improvement is required as specified in the Improvement Plan. (see section 8.4.5)
- Recommend non-reemployment.

8.4.6.2 If the evaluator and WEA member agree that subsequent remedial action has eliminated the weakness after the Final Evaluation Report has been written, an amendment shall be attached to the Final Evaluation Report.

8.4.6.3 No Final Evaluation Report shall include a recommendation of “Continue in employment with serious reservations” or “Recommend non-reemployment” unless area(s) of weakness were noted on a previous Observation Summary Report and at the Post-Observation Conference and an Improvement Plan was developed.

8.4.6.4. The reasons for a recommendation of “Continue in employment with serious reservations” or “Recommend non-reemployment” shall be stated on the Final Evaluation Report. These reasons shall include the areas of weakness in which correction has been deemed inadequate.

8.4.6.5 The Final Evaluation Report must be completed reduced to written form and a copy given to the WEA member no later than March 1 for temporary and probationary WEA members and no later than May 5 for permanent WEA members.

8.4.7 Final Evaluation Conference

8.4.7.1 A final evaluation conference between the evaluator and the WEA member to discuss the content of the Final Evaluation Report shall be held no later than March 1 for temporary and probationary WEA members and no later than May 5 for permanent WEA members.

- 8.4.7.2 The WEA member may submit, within ten working days of receiving the evaluation report, a written response which shall be attached to, and become part of the evaluation report.
- 8.4.7.3 The WEA member shall sign the evaluation signifying that the WEA member has read the document.

8.5 “PLAN B” PROCESS

8.5.1 Self-Evaluation

Self-evaluation is the required evaluation technique in Plan B. The self-evaluation shall contain evidence of attainment of goals.

8.5.2 Initial Conference

- 8.5.2.1 An initial conference shall be held prior to November 15 for the WEA member and the evaluator to review the appropriate professional standards and agree upon at least two goals that are selected by the WEA member and based on the Standards. In the event that the evaluator and WEA member cannot reach agreement on the goals, the process shall revert to Plan A. (see section 8.4)
- 8.5.2.2 The evaluator and the WEA member shall also identify any special considerations which the WEA member believes may inhibit her/his ability to meet the goals.
- 8.5.2.3 All agreements at the Initial Conference will be recorded on the **Certificated Evaluation Initial Conference – Plan B** form.
- 8.5.2.4 During the course of the evaluation period, circumstances may change which require revision of the original goals. The goals may be revised with the mutual agreement of the evaluator and the WEA member. If agreement on revision cannot be reached, the matter shall be referred to the Superintendent for a decision in writing within five work days.

8.5.3 Final Evaluation Conference

- 8.5.3.1 A final evaluation conference between the evaluator and the WEA member to discuss the content of the **Final Certificated Self-Evaluation – Plan B** (Self Evaluation Form) shall be held no later than May 5.
- 8.5.3.2 The WEA member shall bring to the Final Evaluation Conference a completed Self-Evaluation Form. The WEA member shall be prepared to discuss and provide evidence to the evaluator of progress made toward goals agreed on at the Initial Conference including revisions. The evaluator will be able to make additional comments on the Self-Evaluation form before signing. If signing does not take place at the Final Evaluation Conference, the evaluator and the WEA member shall

meet no later than one week after the Final Evaluation Conference to sign the Final Evaluation Report. The completed Self-Evaluation Form will be placed in their personnel file.

8.6 PARENT AND CITIZENS COMPLAINTS

A parent or citizen complaint shall not be entered into the evaluation procedure, referenced in the final written evaluation report, and/or placed in a WEA member's personnel file prior to completing the following procedures:

- 8.6.1 If an administrator receives a citizen or parent complaint related to the performance of a WEA member, the administrator shall attempt to resolve the problem by discussion with the complainant.
- 8.6.2 In the event the complainant is not satisfied, the administrator shall request that the specific charge(s) be reduced to writing.
- 8.6.3 A copy of the written complaint shall be given to the WEA member concerned, and she/he shall have the opportunity to meet with the complainant to resolve the matter. The appropriate administrator may be asked to attend this meeting.
- 8.6.4 If the issue(s) of the complaint is not resolved, the WEA member shall have the right to attach a written response to the charge(s) and the documents placed in the WEA member's personnel file.

8.7 OFF YEAR EVALUATIONS

Each permanent WEA member who is in his/her year between evaluations shall, at the request of his/her immediate administrative supervisor, have an informal conference with his/her evaluator to discuss his/her learning plan for the current year. Such conference shall take place early in the school year after the opening of school.

8.8 COMPLIANCE

The parties agree that the contract language in Article 8 - Evaluation, shall be interpreted and administered so as to comply with, and include, mandatory elements of Ed. Code 44660-44665.

ARTICLE 9: HOURS

9.1 WORK YEAR

The work year shall be comprised of one hundred eighty (180) student instructional days and six (6) non-instructional days. Three (3) non-instructional days shall be scheduled for Professional Development days and three (3) non-instructional days shall be scheduled as Teacher Work Days.

9.1.1 The District is entitled to one hundred eighty (180) ADA qualifying instructional days. If, for any reason, a scheduled instructional day must be canceled and a waiver cannot be obtained, a non-instructional day will be utilized for instructional purposes. If this is not possible, additional full service days of instruction will be provided by the unit members until the 180 day requirement is reached.

9.2 WORK DAY

The work day for all unit members shall be seven (7) hours inclusive of a duty-free lunch period. The number of minutes before the student instructional day and following the end of the student instructional day shall be determined by each site. In addition to the work day, employees are required to attend, at no additional compensation and as directed by the District:

9.2.1 One (1) back-to-school night;

9.2.2 One (1) open house;

9.2.3 One (1) faculty meeting per month which shall be called and a second, if needed, which may be called.

9.2.4 Two Parent-teacher conference periods, each with (1) evening as needed, shall be established on a minimum day basis; as follows:

9.2.4.1 One (1) week for the first conference period during October

9.2.4.2 Five (5) minimum days after the end of the second trimester;
Wednesday of the first week of the third trimester;
Tuesday, Wednesday and Thursday of the second week;
and Wednesday of the third week.

9.3 **RELIEF PERIODS**

Every employee shall be entitled to an uninterrupted duty-free lunch period equal to the student lunch period. In addition, there shall normally be twenty (20) minutes of relief period per day.

No more than two (2) times per year, the teacher may be required to perform noon-time duty. The teacher shall receive a thirty (30) minute minimum lunch on those days.

9.4 **INSTRUCTIONAL TIME**

9.4.1 Kindergarten

The annual instructional schedule for kindergarten will not exceed **44,580** minutes of State approved instructional time.

9.4.2 Primary (1-3) Grades

The annual instructional schedule for primary levels will not exceed **50,760** minutes of State approved instructional time.

9.4.3 Intermediate (4-8) Grades

The annual instructional schedule for intermediate levels will not exceed **54,180** minutes of instructional time.

9.4.4 Daily Schedules

Daily instructional schedules shall be established to meet the needs of each school site.

Permanent changes in established schedules shall be submitted to the Governing Board for its consideration, and approved only after input has been solicited from the teaching staff and other concerned parties, and the proposed change is endorsed by the Principal of the site and the District Superintendent.

9.5 SCHOOL PSYCHOLOGIST WORK YEAR/WORK DAY

9.5.1 The School Psychologist work year shall be comprised of one hundred ninety (190) work days, five (5) days prior to the first student attendance day and five (5) days after the last student attendance day.

The workday shall be eight (8) hours per day plus a thirty minute unpaid duty-free lunch period to be scheduled as near as practical to the midpoint of the workday.

In addition, there shall normally be 20 minutes of relief period per day.

The School Psychologist is paid over eleven months and entitled to eleven (11) days of paid sick leave per year which shall be cumulative from year to year without limit.

9.6 NON-INSTRUCTIONAL TIME ON WEDNESDAYS

9.6.1 Non-instructional time on the first, third, fourth, and fifth Wednesday (if any)

will be teacher directed time - decided by individual teachers. This teacher-

directed time will be for activities like teacher collaboration, materials

preparation, and lesson planning. Both parties acknowledge that issues may

occasionally arise that will require an impromptu meeting, but that these are not routine.

9.6.2 Non-instructional time on Wednesdays may include attendance at IEPs, SSTs,

504s, and Behavior Intervention team meetings. *The number of meetings will be no more than two per month.*

9.6.2.1 If additional meetings are necessary, the unit member(s) impacted may

accumulate the additional time in accordance with article 14.5.2.5. The

intent is to minimize the impact of meetings so that teachers can engage in

necessary activities such as those listed in the first paragraph.

9.6.3 The second Wednesday of each month may be used for District/Site business

(such as mini staff developments, curriculum training, and team meetings).

9.6.3.1 If there is no District/Site business to be done on the second Wednesday of

the month, the day automatically falls back to the teachers.

9.6.3.2 In months with Parent/Teacher Conferences, there will be no District/Site

day in that month.

ARTICLE 10: CLASS SIZE

- 10.1 The following class size maximums shall apply beyond which the amount specified herein shall be paid for overages:
- 10.1.1 K-3 26
 - 10.1.2 4-8 28
 - 10.1.3 The class size maximum for $\frac{3}{4}$ combinations shall be 26.
 - 10.1.4 The caseload maximum for special education teachers shall be 22.
- 10.2 In the event the individual class size maximum is exceeded in any attendance month the District shall pay the affected member \$50 per student per attendance month for the students exceeding the class sizes set forth above.
- 10.2.1 The monthly overage shall be calculated by subtracting the class size maximum from the average monthly enrollment as recorded each attendance month and multiplying the difference by \$50.00.
 - 10.2.2 The sum of all monthly differences shall be paid to the affected member in the July Supplemental Paycheck.
- 10.3 The District may utilize a grace period of the first 10 (ten) student days to adjust class size before the class size penalty goes into effect. However, teachers whose class size continues to be above the maximum after the first 10 student days of school shall qualify to be paid the class size penalty from the first day the overage occurred. If the class size is 6 or more over contract maximum numbers as stated above in 10.1, there shall be no grace period.

ARTICLE 11: TRANSFER AND REASSIGNMENT

11.1 DEFINITIONS

- 11.1.1 Life Learning Level - Primary K-3, Intermediate 4-6, Upper Grades 7-8
- 11.1.2 Reassignment - is a change in Life Learning Levels within the same site.
- 11.1.3 Grade Level Change – a change within a Life Learning Level and is not a reassignment
- 11.1.4 Transfer - a change in school site within the same credential authorization.
- 11.1.5 Opening – an opening at a site is an unfilled teaching position. Teachers at that site will have first consideration for the opening. An unfilled opening will become a vacancy after all teachers at that site have been assigned.
- 11.1.6 Vacancy – a vacancy exists when all current probationary and permanent teachers have been assigned and a teaching position remains which the District decides to fill and to which no person has reemployment rights.
- 11.1.7 Seniority – is established on the first date of paid service in a probationary position.

11.2 POSTING OF VACANCIES

- 11.2.1 Upon its determination that a vacancy exists, the District shall announce such vacancy by the posting of written notice. Such notice shall normally remain posted for five (5) work days during the school year and ten (10) days during the summer. A copy of such notice shall be posted at each school site within the District. An electronic copy will be sent to each unit member. During the summer, posted vacancy notices will be sent to each unit member.
- 11.2.2 The District may fill any determined vacancy for a period not to exceed thirty (30) work days with a non-contract teacher.

11.3 VOLUNTARY TRANSFER AND REASSIGNMENT REQUESTS

- 11.3.1 An Annual Placement Request Form will be completed by each unit member in January of each year.

- 11.3.2 A member of the unit may request a transfer/reassignment at any time by updating an Annual Placement Request Form.
- 11.3.3 A copy of applicable vacancy notices will be electronically provided to each member. It shall be the unit member's obligation to apply for the posted position in a timely manner.
- 11.3.4 All transfer/reassignment applicants who meet minimum qualifications will be provided the opportunity to interview before a vacancy is filled. Upon timely written request, an applicant will be provided a written clarification relative to the outcome of his/her application.

11.4 INVOLUNTARY TRANSFER/REASSIGNMENT

- 11.4.1 Involuntary transfer or reassignments may be initiated by the Superintendent/ designee when such actions are in the best interest of the District. A vacancy need not exist for transfer or reassignment to be initiated by the District; and, at District option, such actions may take place prior to announcing vacancies. Reasons which may create a need for an involuntary transfer or reassignment are:

- 11.4.1.1 Accommodating special staffing needs
- 11.4.1.2 Initiation, expansion, reduction or termination of program
- 11.4.1.3 Enrollment fluctuations
- 11.4.1.4 Staffing/skills imbalanced within a school
- 11.4.1.5 Opportunities for improved performance
- 11.4.1.6 Efficiency of District operation

- 11.4.2 Teachers will be notified in writing of an involuntary transfer/reassignment no later than 10 work days prior to the last contract day of the school year. If after this time such actions are deemed necessary in accordance with 11.4.1 above, the teacher shall be notified within one (1) week of the determination to initiate an involuntary transfer or reassignment.
- 11.4.3 A teacher notified of a District determination to involuntarily transfer or reassign may request and shall have a conference with the Superintendent/designee to discuss the reasons for action. Upon timely written request, the teacher shall be provided the reasons in writing.
- 11.4.4 A unit member who is to be involuntarily transferred or reassigned for reasons such as those contained in 11.4.1.1 and 11.4.1.3 shall have the right to indicate preference amongst available vacancies for which the employee is qualified. If two (2) or more employees are deemed to be equal after a review of the criteria, the least senior employee shall be transferred.

11.5 TRANSFER/REASSIGNMENT CRITERIA

When multiple teachers are considered for a transfer or reassignment, the following criteria shall be used to determine placements.

- 11.5.1 Education needs of District/Site
- 11.5.2 Length and nature of experience
- 11.5.3 Recent training
- 11.5.4 Credential and major/minor fields of study
- 11.5.5 Ethnic and sex balance
- 11.5.6 Identified needs of unit member

11.5.7 If criteria 1 - 6 above are considered equal, the unit member with the most District seniority will be given preference.

11.6 TRANSFER/REASSIGNMENT IMPLEMENTATION

11.6.1 Immediate Implementation: The District at the appropriate administrative level, viewing program needs, implements the transfer/reassignment within the current school year.

11.6.2 Delayed Implementation: The District at the appropriate administrative level, viewing program needs, delays the implementation of transfer/reassignment of the unit member to the beginning of the subsequent school year.

11.7 COMBINATION CLASSES

11.7.1 Where a unit member has volunteered or has been involuntarily placed in a combination class, that unit member shall have preference the following year for a vacancy in either of the combined grade levels, and criteria 11.5 will be used.

11.8 The District will not exercise its discretion in a manner which is arbitrary, capricious or discriminatory.

ARTICLE 12: HEALTH AND WELFARE BENEFITS

12.1 THE DISTRICT SHALL PROVIDE UNIT MEMBERS AND ELIGIBLE DEPENDENTS WITH A CHOICE OF DISTRICT PAID BENEFIT PLANS.

12.1.1 The District shall pay the monthly premium for health insurance in the dollar amount specified in the schedule attached as the Appendix.

12.1.1.1 The employee must make his/her designation of plan coverage during the open enrollment period of the school year.

12.1.2 The District shall pay the monthly premium for dental insurance in the amount specified in the Appendix.

12.1.3 The District shall pay the monthly premium for vision insurance in the amount specified in the Appendix.

12.1.4 Duration of benefits

12.1.4.1 A unit member's benefits will begin on the 1st of the month following the first day of service.

12.1.4.2 On-going and retiring unit member's benefits will continue through August 31 of each year.

12.1.4.3 Unit members on approved unpaid leaves of absence may apply for health insurance coverage through the District provided group policy. The cost of said insurance shall be borne solely by the individual unit member applying for the benefits.

12.2 PRORATION

12.2.1 Insurance rates paid for part time employees will be pro-rated based on their actual FTE.

ARTICLE 13: LEAVES

13.1 SICK LEAVE

- 13.1.1 Every unit member shall be entitled to ten (10) days of paid sick leave per year which shall be cumulative from year to year without limit.
- 13.1.2 A unit member who is absent shall have deducted from accumulated sick leave the amount of time absent in one-half (½) or full day increments.
- 13.1.3 Unit members shall be notified of their accumulated leave no later than October 15, of each year.
- 13.1.4 Unit members who work less than full-time shall receive sick leave in the proportion that their work week bears to a full-time work week.
- 13.1.5 Unit members will receive full pay for those days of absence covered in accumulated sick leave.
- 13.1.6 A sick leave day once commenced may not be reinstated as a working day unless prearranged with the site administrator.
- 13.1.7 Unit members will, except when verifiable emergency circumstances exist, give notice of their impending absence to their immediate supervisor or designee during the work day preceding the absence or prior to 6:45 a.m. of the day in which sick leave is to be utilized.
- 13.1.8 Unit members on sick leave shall indicate their intention to return to duty the following day prior to the end of the work day in which sick leave was utilized.
- 13.1.9 Unit members shall provide the District once every four (4) years with certification that they are free of tuberculosis. The District shall pay for any cost related to

obtaining this certification. The District shall notify each teacher at the beginning of the school year in which the teacher's certification is to expire of the requirement that she/he must obtain his/her tuberculosis clearance by the end of the school year.

13.2 PERSONAL NECESSITY LEAVE

13.2.1 Personal Necessity Leave shall be for situations which are serious in nature, which cannot be expected to be disregarded and which cannot reasonably be dealt with during off duty hours.

13.2.2 The Association and the District agree that Personal Necessity Leave will not be utilized for social, recreational, entrepreneurial or Association related activities.

13.2.2.1 Except in unusual circumstances or as noted in Section 13.2.3 below, three (3) days prior approval is required. When three (3) days is not possible, the unit member will seek approval as soon as the need to take leave is known.

13.2.3 A certificated employee may use, at his/her election during any school year, any days of accumulated sick leave for purposes of personal necessity leave. The employee shall not be required to secure advance permission for leave taken for either of the two (2) following reasons:

13.2.3.1 Death or serious illness of a member of his/her immediate family.

Immediate family means mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee - and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any person living in the immediate household of the employee.

13.2.3.2 Accident involving his/her person or property or property of a member of his/her immediate family.

13.3 **PERSONAL LEAVES**

13.3.1 A certificated employee may use up to three (3) days of his/her accumulated sick leave for personal leave without providing a reason as to its use.

13.3.2 PL days are intended to allow members to attend to personal needs and obligations and may be used for any purpose that a member deems sufficiently important to absent himself/herself from duty, without adversely affecting the operation of the school.

13.3.3 PL days are not intended to extend school calendar holidays, but in some cases, critical dates may coincide.

13.3.4 Three (3) days prior written notice will be given by the employee to the site administrator.

13.3.5 The District reserves the right to deny personal leave for a given day if it would adversely affect the operation of the school. Days may be denied because of staffing constraints. Leaves may be limited to two (2) unit members on the same day, per site.

13.4 **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

A teacher shall be entitled to a sixty (60) day paid leave of absence from his/her duties on account of an industrial accident or illness arising out of the course of his/her employment with the District in accordance with the California Education Code, which is based on an accident or illness covered by Worker's Compensation provisions of the California Labor Code.

13.4.1 The allowable leave shall not be accumulated from year to year.

- 13.4.2 Industrial accident or illness leave shall commence on the first day of absence.
- 13.4.3 Any compensation paid to the teacher under this Article and any other payments received as a result of said injury or illness shall, when added to his/her temporary disability indemnity under the California Labor Code, result in a payment to him/her of not more than his/her full salary. No such compensation shall exceed the unit member's daily rate of compensation.
- 13.4.4 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 13.4.5 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness and injury.
- 13.4.6 Any employee receiving benefits under this Section shall, during the periods of injury or illness, remain within the State of California, unless the District authorizes travel outside the state.
- 13.4.7 In order to qualify for benefits under this Section, the teacher must advise the District in writing within two (2) days of the incident giving rise to the industrial illness or injury unless extenuating circumstances prevent said notification. This notification shall specify the date, time, place, and circumstances of the injury and illness. In no event shall notification of the illness be later than thirty (30) days following said incident or illness. In the event of failure to notify the District, the teacher shall be disqualified from receiving benefits under this Section.
- 13.4.8 The District reserves the right to require proof of illness or injury which is acceptable to the District as a condition of qualification for benefits under this Section.

13.5 BEREAVEMENT LEAVE

- 13.5.1 Every unit member shall be entitled to three (3) days of paid leave of absence or five (5) days if one way travel of more than 200 miles is required on account of the death of any member of his/her immediate family.
- 13.5.2 Members of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee - and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee or any person living in the immediate household of the employee.
- 13.5.3 In unusual circumstances the Superintendent may extend this leave or, on an individual and non-precedential basis, expand the definition of immediate family.

13.6 PARENTING LEAVE

- 13.6.1. When a child is born to a unit member or when a unit member adopts a child, the unit member shall be allowed two (2) days of paid leave. The member may then use up to five (5) days of sick leave. This leave may be taken at the time of birth, discharge from the hospital, or when a child is newly adopted.

13.7 MATERNITY LEAVE

- 13.7.1 Expectant mothers who wish to absent themselves from duty for any related reasons prior to and following childbirth may apply for unpaid maternity leave.
- 13.7.2 Requests for maternity leave shall be submitted in writing, addressed to the Board and delivered to the District Office, at least sixty (60) calendar days prior to the desired commencement date of the leave or by February 15, if such leave is being requested for the following year and such need is known by February 15.
- 13.7.3 A letter from the employee's physician indicating the expected date of birth of the

child, and any known or expected medical complications, shall accompany the request for leave.

13.7.4 The employee's request for leave shall specify the inclusive dates the employee desires to have the leave.

13.7.5 The Superintendent/designee and the unit member requesting maternity leave shall meet and make an effort to adjust the inclusive dates of requested leave in order coincide with the natural breaks in the school calendar.

13.8 **MATERNITY DISABILITY**

13.8.1 The District shall provide for leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

13.8.2 Disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.

13.8.3 This leave is not intended to provide for periods of rest prior to or following childbirth or for child care. At least sixty (60) calendar days prior to the expected birth of the child, the employee shall submit to the Superintendent/designee a physician's statement noting the expected date of the birth. An employee may continue to work until the onset of physical disability as verified in writing by

the employee's physician on a form provided by the District. This provision only requires the District to grant leave with pay when the disabilities caused or contributed by pregnancy, miscarriage, or childbirth would qualify the employee for paid leave under the provision of this contract or District policy for illness, injury or disability.

13.9 INSERVICE AND PROFESSIONAL GROWTH LEAVES

The District may provide up to three (3) days of paid leave each school year for the purpose of improving the unit member's performance or to allow for preparation of workshops or teacher in-service materials which directly benefit the District.

13.9.1 Every teacher may be provided with up to as many as three (3) In-Service Leave Days for which the District will pay the registration fees and substitute coverage.

13.9.2 Teachers who wish to acquire units for the Salary Schedule must pay the costs required for obtaining the units. Teachers must use *Personal Necessity Leave to attend a class during instructional minutes.

13.9.3 Teachers who wish to take a *Personal Necessity Leave Day to attend any approved conferences beyond the 3 days must pay the full costs including registration and substitute costs in order to attend.

* Refer to Article 13.2

13.10 REPORT CARD RELEASE

The District shall provide one (1) optional day of paid leave each trimester for teachers in grades 4-8 to allow for the preparation of report cards. Lower grade teachers with more than 26 report cards to prepare at the end of a trimester will be granted one (1) optional day of paid leave to allow for the preparation of report cards.

13.11 JURY DUTY/WITNESS LEAVE

A teacher shall be entitled to as many days of paid leave as necessary for jury duty or to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies. All monies payable by the court to the employee for jury duty or for serving as witness shall be remitted directly to the District, except those paid reimbursing the member for monies actually expended and travel reimbursement.

13.12 EXTENDED ILLNESS LEAVE

If a teacher has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute during his/her period of absence. The five (5) months or less period during which the above deductions occur shall not begin until all other paid sick leave provisions for which she/he is eligible have been exhausted. A teacher applying for leave under this Section shall notify the District in writing specifying the commencement date desired and reasons for the leave. The District may require medical or other verification.

13.13 PERSONAL LEAVE WITHOUT PAY

The District may grant unpaid leaves of absence to permanent unit members. Such leaves, if granted, shall normally be for periods of time not to exceed one (1) year. Leaves may be granted for such purposes as health, study, exchange teaching, public service or other reasons which, in the opinion of the District, shall provide a benefit to the educational program. Each leave request shall be considered by the District on its own merit. District action shall be non-precedential to subsequent requests, and shall not be done in an arbitrary, capricious or discriminatory manner.

13.14 BONUS DAYS

Unit members may earn bonus days as follows:

- 13.14.1 A unit member who does not use any of his or her annual sick leave, excluding donations to the WEA Catastrophic Leave Bank, during a school year, shall earn two bonus days which may be used during the following school year.
- 13.14.2 A unit member who uses three or fewer days of his/her annual sick leave, excluding donations to the WEA Catastrophic Leave Bank, during a school year, shall earn one bonus day which may be used during the following school year.
- 13.14.3 Bonus days may only be used during the school year following the school year in which they are earned. They are not cumulative and may not be carried over. If not used, they are lost. No explanation is required when a bonus day is used.
- 13.14.4 A unit member eligible for bonus day(s), for whom a substitute would be hired, has the option of accepting the substitute rate of pay for each bonus day in lieu of taking a bonus day off.

13.15 CATASTROPHIC LEAVE BANK

13.15.1 PURPOSE

Effective June 30, 1992, the Association and the District agree to create the WEA Catastrophic Leave Bank, hereafter referred to as the Bank (CLB) in order to assist teachers who have exhausted their sick leave. Catastrophic Leave is not intended for routine maternity.

13.15.2 PARTICIPATION

- 13.15.2.1 All unit members are eligible to become participants in the Bank.

- 13.15.2.2 In the last month of each school year Bank participants will receive a form giving the option to donate days to the Bank. Annual rate of contribution by each participant for each school year shall be up to a maximum of five full school days. (EC 44043.5)
- 13.15.2.3 If the number of days in the Bank on April 15th exceeds the number of FTE's multiplied by 5, no contribution shall be required by current Bank participants.
- 13.15.2.4 Unit members who are retiring or leaving the employ of the District may contribute up to five full days of their unused sick leave to the Bank.
- 13.15.2.5 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Bank shall be returned to the current participants of the Bank proportionately according to their years of participation.

13.15.3 ADMINISTRATION

13.15.3.1 CLB COMMITTEE

The Bank shall be administered by a Committee consisting of two Association members appointed by WEA and two District designees.

- The CLB Committee shall have the responsibility of maintaining the records of the Bank.
- The Committee shall approve all requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.

- The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.
- By October 5, of each school year, the District shall notify the Committee of the following:
 - Total number of accumulated days in the Bank as of June 30th of the previous school year.
 - The number of days contributed by Unit members for the current year.
 - The total number of days available to the Bank.
- Any dispute between the Committee and the District as to the accounting of Bank days shall be immediately submitted to Binding Arbitration without the need to follow earlier steps of the grievance procedure as per Article 7.

13.15.3.2 BANK PROCEDURES

- Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Bank participant.
- Days in the Bank shall accumulate from year to year.
- If the Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal because of insufficient

days to fund the request, they shall notify the participant in writing of the reason for the denial.

13.15.4 INITIAL WITHDRAWAL FROM THE BANK

13.15.4.1 Bank participants, whose accumulated sick leave, bonus days, and compensatory days are exhausted, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the unit member or a family member (as defined in Article 13.2.3.1) for over ten consecutive duty days requiring the unit member to take time off from work. This excludes any unit member who is being covered by Worker's Compensation.

13.15.4.2 In order to qualify for a first withdrawal from Bank participants must:

- a) cover the first ten duty days of illness or disability by using sick leave, differential leave, or leave without pay,
- b) use all sick leave (as defined in Article 13) , bonus days, and compensatory days available to them. (Note: Participants who have differential leave available, are still eligible for withdrawal from the Bank.)
- c) submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.

- 13.15.4.3 Withdrawal from the Bank shall be automatic when a participant has met the above stated requirements.
- 13.15.4.4 Withdrawals from the Bank shall be granted in units of no more than 30 duty days at a time.
- 13.15.4.5 When the Committee reasonably presumes that the participant applying for a withdrawal may be eligible for a Disability Award or a Retirement under STRS or Social Security, the Committee may request that the participant apply for disability or retirement. Failure of the participant to submit a complete application, including medical information provided by the participant's physician, within twenty calendar days, will disqualify the participant from further Bank payments. Any requests for additional medical information from STRS or Social Security shall be submitted within 10 days or the participant's entitlement to the Bank payments will cease. If denied benefits by STRS or Social Security, the participant must appeal or entitlement to the Bank shall cease.

13.15.5 SUBSEQUENT WITHDRAWALS

- 13.15.5.1 If the qualifying illness or injury causes a need beyond the initial 30 duty day withdrawal, additional continuous Bank days may be granted by the CLB Committee upon receipt of a new doctor's statement supporting the need for additional days.
- 13.15.5.2 If a participant returns to duty and then experiences a re-occurrence or a second illness or injury within 12 months, the participant must cover only

the first five duty days, rather than ten, of illness or disability by using sick leave, differential leave, or leave without pay.

13.16 MISCELLANEOUS

- 13.16.1 Unless otherwise provided in this Article, a teacher on a paid or unpaid leave of absence shall normally return to the same position and school which she/he held immediately before commencement of the leave. If this is not possible, placement in another school and/or position shall be governed by the transfer and reassignment policy.
- 13.16.2 Unit members on paid leave shall continue to accrue sick leave and receive health and welfare benefits unless otherwise provided for in this Agreement.
- 13.16.3 Unit members on unpaid leaves of absence may continue their health and welfare benefits if prepaid by the member.
- 13.16.4 Step increases shall be granted if the employee is on paid leave or working at least sixty (60) percent of the contract school year. Unit members who work less than 60% shall be credited for a full years service for salary and step placement, if the total % of time, when combined with any prior uncredited year, is not less than 100% for the combined years.
- 13.16.5 This Article shall not be interpreted to preclude the District from granting any other leaves provided in the Education Code or otherwise.
- 13.16.6 The Board may grant to any employee, upon request, a leave without loss of pay to serve on an educational board, committee, commission, or group. The District shall pay for the employee's substitute.

ARTICLE 14: WAGE BENEFITS AND PROCEDURES

14.1 SALARY SCHEDULES

An annual salary schedule shall be incorporated into this Agreement and shall remain in effect through June 30, of each school year. (See Appendix)

14.2 PRINCIPLES FOR SALARY SCHEDULE PLACEMENT

14.2.1 The following schedule will be implemented to increase the number of years of credit given to newly employed unit members to a maximum of ten previous years of full time teaching in any public or accredited private school when salaries are computed using the negotiated salary schedule:

2006-2007 maximum number of years given is six (placed on step 7)

2007-2008 maximum number of years given is seven (placed on step 8)

2008-2009 maximum number of years given is eight (placed on step 9)

2009-2010 maximum number of years given is nine (placed on step 10)

2010-2011 maximum number of years given is ten (placed on step 11)

14.2.2 The salary schedule is administered in terms of semester units. A quarter unit is equal to two-thirds (2/3) of a semester unit.

14.2.3 Units earned and approved are accumulative.

14.2.4 The salary schedule is administered in terms of a professional growth year. A professional growth year is defined as that period of time between October 1 and September 30. Salary units earned during this period may be used for salary schedule advancement in the contract beginning July 1 of that same year if they meet the criteria in 14.3. Unit members must notify the Units Committee no later than June 1, of the number of summer units planned to be completed as well as all units earned during the current year if the unit member expects to advance on the salary schedule.

- 14.2.5 Unit members having less than a BA + 30 shall be paid at the rate of ninety-five percent (95%) of their placement on Column I.
- 14.2.6 Unit members who have achieved a Masters Degree will receive a \$1,350 stipend prorated for part-time employment.
- 14.2.7 Part time unit members, including job share participants, shall advance on the salary schedule as follows:

- 14.2.7.1 Once the unit member achieves 100% F.T.E. the unit member shall advance on the salary schedule, effective at the beginning of the next school year, and any excess percent over the 100% F.T.E. will be carried forward to future years.

By way of example, a 60% teacher in 2004-2005 who then is 60% in 2005-2006 will advance on the salary schedule at the beginning of 2006-2007 and have 20% carried over into the 2006-2007 year for future salary advancement purposes.

- 14.2.7.2 The base year used to determine salary advancement shall be 2004-2005.
- 14.2.7.3 Any unit member, who was part time in 2004-2005, will have that percentage of their F.T.E. carried forward into 2005-2006 for purposes of determining total accumulated F.T.E. for salary advancement purposes.

14.3 **COURSE REQUIREMENTS FOR SALARY UNITS**

- 14.3.1 Upper division and graduate units successfully completed at an accredited college or university: Official college and university documents must be filed with Units Committee before credit is acceptable for salary schedule purposes.
- 14.3.2 Upper division and graduate units earned in extension courses from an accredited college or university: Official college and university documents must be filed with

the Units Committee before credit is acceptable for salary schedule purposes.

- 14.3.3 Successful completion of lower division and correspondence courses provided that these courses contribute to the professional competence of the candidate and provided further that these courses are approved.
- 14.3.4 Credit will be granted for planned travel only when it is applied for and approved in advance. Application for credit shall include an outline for the proposed travel and study in connection therewith and an indication of the value of such travel in relation to the professional responsibilities of the applicant. The maximum travel credit that can be earned shall be limited to a total of twelve (12) units.
- 14.3.5 Credit for private study under a qualified instructor will be granted if applied for and approved in advance. Units earned through private study shall be limited to twelve (12).
- 14.3.6 Credit offered for District-approved workshops shall be based on the standards ordinarily used by colleges and universities in establishing the unit value of graduate courses.
- 14.3.7 Credit may be earned through participation in District-sponsored workshops. The unit value of workshops shall be determined by sponsors of the workshops.
- 14.3.8 Placement on the salary schedule at the 90 unit column requires a Masters' Degree and 90 credit units or 90 credit units without a Masters' Degree, if at least 60 credit units are upper division or at least 30 graduate units are earned from an accredited college or university and qualify for transfer to the California State University System.

14.4 **UNITS COMMITTEE**

- 14.4.1 The Units Committee shall be established to review all requests for additional units and shall forward its recommendations to the Superintendent of the District who will make a final decision.

- 14.4.2 The Units Committee shall consist of four members: one (1) member from the administrative level appointed by the Superintendent and one (1) teacher from each site. The Units Committee shall establish guidelines for its operation. The guidelines shall be reviewed annually, and appropriate revision shall be made which will facilitate the function of the Committee.
- 14.4.3 The District shall keep a record of the units for each member of the Certificated Staff. It shall be the responsibility of each Certificated person to keep the designated District Office employee informed of his/her current status regarding units. If there are any questions regarding course credits which can not be solved between the Certificated Employee and the designated District Office employee, they should be immediately referred to the Committee.
- 14.4.4 All records of Certificated Personnel Units shall be annually updated by the designated District Office employee.

14.5 **EXTRA DUTY**

- 14.5.1 There shall be additional compensation for any extra duty kept beyond the regular teaching hours. When compensation (stipend, hourly pay, units, comp. time) will be offered for committee work or trainings, the rate shall be clearly posted prior to or in conjunction with the request for teachers to participate. The hourly rate for extra-duty (not covered by a stipend) shall be \$50.
- 14.5.2 Extra duty shall be defined as any duty over and above the work day as defined in this contract, with the exception of the other required times which are outlined and agreed upon in this contract.
- 14.5.2.1 Outdoor Ed

The Outdoor Education Camp Director at each site will receive a \$600

stipend. \$50 per night per teacher spending the night, up to \$1,500 total per year.

14.5.2.2 Coaching for sports (\$1,500 per coach per sport).

14.5.2.3 Teacher-in-Charge (TIC) shall be paid \$2,000 per year (each school) for up to 20 school days.

- If the 20 school days are exhausted, the TIC will be paid as additional \$100 per day for each day served over 20 days.
- Substitutes shall be required when the unit member is serving as the TIC unless otherwise authorized by the Superintendent.
- If a site administrator will be out more than 5 consecutive days, the district will make every effort to secure a substitute site administrator rather than use the TIC.
- A TIC who has served five (5) consecutive days may make a request to the Superintendent that a new TIC take over for the remaining days of the site administrator's absence.

14.5.2.4 Student Council

Student Council Advisors will be compensated with a stipend of \$1,000 (each school)

14.5.2.5 IEP, 504, Behavior Support Plan meetings, Student Study Team meetings, and Full Inclusion meetings (as defined by SELPA policy). These meetings are considered a part of the regular job-duties of classroom teachers. However, when a teacher attends these meetings for more than 7 hours cumulatively beyond the work day in one school year, thereafter the teacher will be compensated at the District's hourly rate.

- 14.5.2.6 BTSA Coordinator will receive a \$100 stipend per beginning teacher.
BTSA Support Providers will receive a stipend of \$2,000 for the year.
- 14.5.2.7 Curriculum Committee members will be compensated with a stipend of \$500 in accordance with 14.5.1.
- 14.5.2.8 Yearbook Class Coordinators will be compensated with a stipend of \$600 (each school).
- 14.5.2.9 WEA Certificated employees who, based on District assessment, are determined to be bilingual in English and another language that directly benefits the District's interest in supporting families and our current student population shall receive an annual stipend.
- The member shall use the language in the support of District Business during their regular workday. This may include, but is not limited to, translating their own parent-teacher conferences and report cards, contacting their own parents and translating their own classroom notes.
- The member shall receive an annual stipend of \$2,000 This will be in addition to their regular annual salary Regardless of the employee's FTE.

See Appendix: Stipend/Extra Duty Pay Agreements

14.6 **EARLY RETIREMENT OPTION**

The District may offer an early retirement incentive for unit members.

- 14.6.1 The unit member must have reached the age of 54 prior to applying for early retirement. The unit member must have reached the age of 55 by the beginning date of the contract year in which they retire.
- 14.6.2 The unit member must have retired from the District and be participant in the State Teachers Retirement System.
- 14.6.3 The unit member must petition the board in writing of intent to retire no later than January 10th prior to the date of retirement. The Board will act on early retirement petition by the February board meeting. Date and time of application shall be determined by receipt at the District Office. Criteria for approval will include fiscal ability of District to fund applications, unit member's years of service in the District and age. Board will notify unit member within 15 days of Board action on early retirement petition. Applications not acted on will automatically rollover for the next fiscal year and applicant must submit new letter of resignation by January 10th with dates specific for the next fiscal year.
- 14.6.4 Letter of resignation to be submitted with petition for early retirement and will be effective and irrevocable upon Board acceptance of Early Retirement petition.
- 14.6.5 The unit member must have taught in the District for a minimum of 10 years OR be at least at salary placement Column IV year 12.
- 14.6.6 This program is in effect for the term of this Agreement (contract).

RETIREMENT BENEFITS CONSIST OF

14.6.7 A yearly stipend that will be received as a lump sum payment in accordance with Table 1 with the amount not to exceed the contribution from Table 1 by the District.

The following stipends begin in the 2004-2005 school year.

TABLE 1

Retirement age at beginning of the contract year	Yearly Stipend
55—60	\$5,000 per year until June 30th of the fiscal year the unit member turns 65
61—62	\$3,500 per year until June 30 th of the fiscal year the unit member turns 65
63—65	No early retirement option available

14.6.8 In the event of the death of the retiree at age 64 or younger, the dependent shall receive, as the sole remaining compensation, health and welfare coverage for twelve (12) additional months. Stipend rights do not accrue to a surviving dependent.

ARTICLE 15: MISCELLANEOUS ARTICLES

15.1 SAVINGS

If any provisions of this Agreement or any teacher implementing the provision of this contract is held by a court of competent jurisdiction to be contrary to law, then such provision will be deemed invalid to the extent required by such court decision, but all other provisions shall continue in full force and effect. The parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

15.2 INDIVIDUAL CONTRACTS

Any individual contract between the employer and an individual member shall be subject to and consistent with terms and conditions of this Agreement: If an individual contract contains language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

15.3 COMPLETION OF NEGOTIATIONS

15.3.1 It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties during this round of meet and negotiation.

15.3.2 During the term of this Agreement, except as stated in Article 3.2.1, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were later proposed or withdrawn.

15.3.3 The parties may by mutual agreement reopen this Agreement for the purpose of modifying any Article or portion thereof.

15.4 ASSISTING STUDENTS WITH SPECIALIZED HEALTH CARE NEEDS

Teachers shall not be requested or required to perform any medical procedure on a student with the exception of basic first aid: Examples of specialized Health care assistance can be: clean intermittent catheterization, injections, suctioning, toileting, gavage feeding, drainage and lifting.

ARTICLE 16: DISCIPLINE PROCEDURE

16.1 Discipline less than dismissal is entered into pursuant to Section 3543.2(b) of the Government Code and shall be in accordance with the following procedures:

16.1.1 Employees may be disciplined only for just cause resulting from violations of Education Code and/or District policies, and/or procedures, and/or violations of any matter within the scope of employment, including the provisions of this Agreement. This Article does not include the implementation of Sections 44939, 44940, 44941, 44942 of the Education Code and any Amendments to those Sections.

16.1.2 Progressive Discipline shall be utilized except for conduct which is of such a nature that injures or threatens to injure the safety of pupils or other employees or cause substantial disruption of the educational program. In such cases, oral and written reprimands may be by-passed. Examples of behavior requiring discipline may include, but are not limited to:

- * Being under the influence of alcohol or controlled substance.
- * Verbal or physical abuse of pupils, parents or other employees.
- * Incarceration which adversely affects job performance.
- * Incidents that may pose a hazard to pupils, staff, or property.
- * Incidents involving dishonesty or gross misconduct.
- * Insubordination, if it endangers student safety.

16.1.2.1 Before issuing an oral reprimand, the principal or immediate supervisor shall first investigate the specific acts and/or omissions concerning the employee. An oral reprimand may be issued concurrent with such investigation.

16.1.2.2 If an oral reprimand is appropriate and does not result in corrective conduct, a written reprimand shall be issued for a similar action and/or omission except for examples of conduct as described in 16.1.2 when such written reprimand shall not be required. Reprimands shall not be based on unsubstantiated evidence. A copy of the written reprimand shall not be placed in any employee's personnel file unless the employee is notified and given an opportunity to respond by comment and have such comment attached to the written reprimand.

16.1.2.3 The elements of progressive discipline should be administered in a timely manner. Oral and written reprimands should normally be administered within seven (7) work days of the acts or omissions.

16.1.3 Prior to administering any suspension without pay, subsequent to any oral or written reprimand, an employee shall be provided written notice of proposed disciplinary action, which shall be delivered personally or by certified mail. Service by certified mail shall be deemed completed on the date of the mailing. The written notice shall be delivered within ten (10) work days prior to the date when suspension without pay may be imposed. The employee shall be provided an opportunity to meet with the Superintendent/designee. The employee may have a representative of his/her choice present at such meeting. The contents of the written notice shall include at least the following:

16.1.3.1 A statement identifying the District.

16.1.3.2 A statement in ordinary and concise language of the specific acts and/or language of the specific acts and/or omissions upon which the disciplinary action is based.

16.1.3.3 The specific suspension without pay proposed and effective dates(s).

- 16.1.3.4 The cause(s) or reason(s) for the specific suspension without pay proposed.
- 16.1.3.5 A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.
- 16.1.3.6 A statement that the employee has a right to respond to the matters raised in the written notice both orally and in writing, including the admission of affidavits, within ten (10) work days following the date the written notice was served.
- 16.1.3.7 A statement that the employee, upon request, is entitled to appear personally before the Superintendent/designee regarding the matters raised in the written notice within ten (10) work days following the date the written notice was served and to have a representative of his/her choice present. At such meeting, the employee shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case.
- 16.1.3.8 A statement that the employee, upon request, is entitled to a full evidentiary hearing before a hearing officer before the suspension without pay is final. The statement shall indicate that the proposed suspension without pay may commence after ten (10) work days after the days the written notice was served or ten (10) work days following a hearing, if one is requested, except as provided in 16.1.10 of these provisions.
- 16.1.3.9 A statement that the employee may waive rights to a hearing under this Article, but file a grievance under the Grievance Procedure in Article 7 of

this Agreement.

- 16.1.4 The employee in the bargaining unit shall receive a full evidentiary hearing on the proposed disciplinary action if a written demand is delivered to the Superintendent within ten (10) work days following the date the written notice was served. In the absence of a demand for a full evidentiary hearing, the Superintendent shall act upon the charges after the time period for hearing demand has expired.
- 16.1.5 The full evidentiary hearing shall be conducted before a hearing officer. The hearing officer shall be mutually agreed upon by the Superintendent and the Association. Should the Superintendent and the Association not be able to agree on a hearing officer, they shall request a list of five hearing officers from the California Conciliation and Mediation Service. After flipping a coin to determine who shall strike first, each side will take a turn striking a name from the list until only one name remains. The remaining hearing officer on the list will conduct the hearing. The hearing shall take place within a reasonable period of time but not before five (5) work days after the filing of a request for a hearing. Hearings will be presided over by the hearing officer. The employee shall have the right to appear in person on his/her own behalf, with counsel or such representative as he/she requests to represent his/her defense.
- 16.1.6 The hearing officer shall conduct the hearing and shall rule on questions of evidence and procedure.
- 16.1.6.1 Either party may call witnesses, introduce evidence, testify and question witnesses.
- 16.1.6.2 The District has the burden of proof and shall first present evidence and testimony.

16.1.6.3 Normal hearing procedures shall be followed, i.e., presenting the statement of the charges and defining the issues relating to the statement of the charges, the charging party's presentation followed by the defense's presentation, direct examination followed by cross-examination followed by re-direct and re-cross, and rebuttal evidence from each party. Each party may make an opening statement and a summary statement. Either party shall be allowed to file a post-hearing brief. If briefs are requested, the hearing officer shall establish the briefing schedule. Hearings will be recorded at the request of either party with such expense borne equally by the parties.

16.1.7 The decision of the hearing officer shall be submitted to the Superintendent and the Association and shall be in writing, summarizing the facts, setting forth findings and making a final decision which shall be binding on the parties.

16.1.8 The procedures of progressive discipline as set forth in 16.1.2 of these provisions, shall precede a suspension without pay.

16.1.9 Any initial suspension of an employee pending a disciplinary hearing shall be with pay.

16.1.10 When an employee is charged with conduct which is of such a nature that injures or threatens to injure the safety of pupils or other employees or causes substantial disruption of the education program, or in cases where it is deemed by the Superintendent/designee to remove the employee immediately, the oral and written reprimands included as part of progressive discipline are not required prior to issuing the notice of formal discipline. In emergency situations where it is deemed appropriate to remove the employee immediately, the employee shall not lose compensation prior to the date when discipline may commence. Loss of

compensation in all cases may occur only after the tenth (10th) work day following the date the written notice was served.

16.1.11 All information of proceedings regarding any actual proposed disciplinary action shall be kept confidential by all parties. Any breach of confidentiality shall be grounds for a grievance under Article 7.

16.1.12 Grievance filed alleging violations of the above sections, 16.1.1 - 16.1.12, regarding discipline less than dismissal may be filed under Article 7.

16.2 With respect to probationary employees whose probationary period commenced during the 1983-84 fiscal year or any fiscal year thereafter, the following provisions apply:

16.2.1 The parties acknowledge that such probationary employees may be dismissed, or may be suspended for a specified period of time not in excess of fifteen (15) work days. Nothing in this Article shall be construed to limit such right to dismiss or suspend as provided in Education Code Section 4498.3, except that any suspension shall be limited to fifteen (15) working days. Among the reasons that might be deemed sufficient by the District to dismiss or suspend without pay such probationary employees are:

16.2.1.1 Unsatisfactory performance determined pursuant to the Stull Act
(Education Code Section 44660, et seq.).

16.2.1.2 Cause, as defined in Education Code Section 44932.

16.2.2 The Superintendent/designee shall give thirty (30) calendar days prior written notice of second-year probationary employees. Notice of suspension without pay shall be given pursuant to Section 16.1.3.

16.2.3 The written Notice of Dismissal or suspension shall be delivered personally or by

certified mail.

16.2.4 The notice shall include a statement of the reasons for dismissal or suspension and notice of the opportunity to appeal. In the event of a dismissal or suspension for unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code Section 44664 shall accompany the written notice.

16.2.5 If the notice of dismissal or suspension is given, the employee shall have fifteen (15) work days from receipt of the notice of dismissal or suspension to submit to the Board a written request for hearing. The failure of an employee to request a hearing within fifteen (15) work days of receipt of a dismissal or suspension notice shall constitute a waiver of the right to a hearing. The hearing provided for in Section 16.1.4 shall constitute the hearing on dismissal or suspension. However, the hearing officer's decisions shall constitute a recommendation to the Board and shall be advisory only.

ARTICLE 17: SAFETY

17.1 SAFE WORKING CONDITIONS

The employer and employees have a mutual responsibility for insuring safe working conditions.

17.1.1 An employee shall not be required to engage in any activity that could reasonably be deemed hazardous to life or limb. When conditions seriously threaten bodily harm, the employee should report these conditions to the District as soon as possible. If requested, the employee shall follow up with a written report.

17.1.2 Upon receipt of a written recommendation regarding unsafe or hazardous conditions, the District shall investigate to insure compliance with applicable standards of Cal-OSHA, and provisions of the District's fire and liability insurance program, and Health Department and any other appropriate agency/agencies.

17.1.3 When conditions seriously threaten bodily harm and the employee has followed the steps as outlined in 17.2.1, the District shall notify the employee of the steps planned regarding the unsafe condition, within a reasonable amount of time, and in writing if the unit member makes a written request for such information.

17.2 STUDENT DISCIPLINE AND ASSAULT

17.2.1 A teacher may suspend any pupil from the teacher's class, for any of the acts enumerated in Education Code Section 48900, for the day of suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the principal's designee for the appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if requested by parent, guardian or teacher.

The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

- 17.2.2 A written description of the rights and duties of unit members with respect to student discipline, including the right to suspend students (Education Code Section 48900), shall be presented to each unit member in writing, on the first day of each school year and/or date of hire.
- 17.2.3 Unit members, acting within the scope of their duties and responsibilities, may exercise the amount of physical control reasonably necessary to protect themselves, maintain order, protect property, or protect the health and safety of the pupils.
- 17.2.4 When the safety of the bargaining unit member is threatened, physical restraint may be used as is reasonable under the circumstances to protect himself/herself from assault. When physical restraint is used, the bargaining unit member shall notify the immediate supervisor immediately.
- 17.2.5 Employees shall, as soon as reasonably possible, report cases of assault suffered by them in connection with their employment to their immediate supervisor. The employee and/or his/her immediate supervisor shall report to the appropriate law enforcement authorities the incident. The employee may request and shall receive written, nonconfidential information in the possession of the District relating to the incident or persons involved. The District shall act in a reasonable amount of time and in an appropriate manner on the request for the information.

ARTICLE 18: SHARED STAFFING

18.1 SHARED STAFFING POSITIONS

Unit members may participate in shared staffing positions conditioned upon the following:

18.1.1 The Unit members requesting shared staffing shall make their requests known in writing to the Superintendent and site principal by February 1 of the year preceding proposed shared staffing. Such requests shall include, among other information required by the District:

(1) A request for an unpaid leave, (2) the name, if known by the requesting unit members, of any person(s) whom the requesting teacher believes would be suitable to participate in the shared staffing.

The Principal shall meet with the unit member(s) to design a mutually agreeable program proposal for the participation of any unit member(s) in shared staffing. The Principal shall submit his/her recommendation to the Board by April 1 regarding whether such application for shared staffing should be approved.

The Principal, in making a decision regarding an application for shared staffing, shall give consideration to factors including: (1) assessment of proposal(s), (2) the needs of the students and the school involved, (3) the needs of the employee(s), (4) the predicted effectiveness of the teaching team, and (5) the needs and efficient operations of the school.

18.1.2 Under extenuating circumstances, with CBC agreement and Board approval; contract language regarding the time line may be waived.

- 18.1.3 The written application for shared staffing may be granted within the sole discretion of the Board, which decision shall not be a matter subject to the grievance provisions of the collective bargaining agreement.
- 18.1.4 Notification in writing of the decision of the Board will be provided to the employee(s) making a shared staffing request by May 1, if possible, but no later than June, or as soon thereafter as possible in the case of unusual circumstances. If the decision of the Board exceeds June 1, the unit member will be given a written notification of the circumstances which prevented the Board from making an earlier decision and an expected time for when the decision will be made.
- 18.1.4.1 Should the request be denied by the Board, the Unit member may request and be granted a meeting with the Superintendent to discuss the denial as soon as reasonably practicable. Following any meeting, the unit member(s) may request and receive written reason(s) for the denial.
- 18.1.5 Each shared staffing request will be considered as a unique situation and judged on its own merits.
- 18.1.6 Unit members granted a shared staffing position shall be entitled to prorata benefits as provided in this Agreement not to exceed their percentage of FTE. The combined salaries and/or health and welfare benefit costs of the shared staffing partners can not exceed the cost that would have been incurred by the District for the permanent member.
- 18.1.7 Unit members involved in the shared staffing position shall share proportionately in non-teaching duties allocated to the staff. Responsibilities of the position to such non-teaching duties shall be required of the unit member(s) participating in the shared staffing and stated in the program proposal.
- 18.1.8 Unit members participating in shared staffing shall qualify for salary schedule step

advancements commensurate with their actual full time equivalency. Unit members shall be credited for a full years' service for salary and step placement if the total percentage of time when combined with any prior uncredited year of shared staffing is not less than 100% for the combined years.

18.1.9 Employees who return from a shared staffing position to a full-time position shall do so as provided in the transfer article.

18.1.10 The District reserves the right to terminate a shared staffing program at any time during the school year at which time any participating unit members may return to full time service within the provisions of the transfer article providing said unit member held a full-time position in the year immediately preceding the shared staffing placement. The right to terminate a shared staffing program shall be based upon any of the following:

18.1.10.1 The shared staffing arrangement adversely affects and inadequately provides for the educational needs of the District and its students and/or school site.

18.1.10.2 The shared staffing arrangement adversely affects the relationship with parents. For purposes of this section, parental complaints shall be processed following Article 8.9 of the Agreement. No action shall be taken in regard to this section until and unless the parental complaint procedure in Article 8.9 of the Agreement has been followed.

18.1.11 Shared staffing shall be for a one (1) year period. Any extension shall require re-application in accordance with the applicable provisions of this article.

18.1.12 In the event that a unit member requests a shared contract with an individual who is not a unit member, the position will be advertised and the regular hiring procedure

will be implemented. The unit member will be on the interviewing team.

ARTICLE 19: FULL INCLUSION

19.1 SCOPE

The provisions of this article shall apply to the education of “full-inclusion students” defined as follows: A Full Inclusion Student is a severely handicapped student who has been determined to meet the criteria for the Full Inclusion Program and has been admitted into the program by the SELPA Screening Committee.

19.2 SUPPORT TEAM

A full-inclusion Support Team consisting of the general education teacher, the full-inclusion teacher, the Special Education coordinator, site administrator, and parent of the full-inclusion student shall be organized for each full-inclusion student.

19.2.1 Not more than one (1) Support Team Meeting per month shall be required of the general education teacher. Monthly meetings shall be coordinated by the Support Team.

19.2.2 Minimum Wednesdays shall be used for the monthly Support Team Meetings whenever possible.

19.2.3 In urgent situations, the school site administrator shall set the meeting date for the Support Team.

19.3 PLANNING TIME

Up to four (4) release days per school year shall be provided to each general education teacher of full-inclusion students for planning, observing and implementing the full-inclusion program.

19.4 TRAINING

Training shall be available for teachers of full-inclusion students. Such training shall be at the teacher’s request, and with release time or compensatory time as approved by the principal.

19.5 FULL INCLUSION AIDES/SUPPORT

- 19.5.1 A full-inclusion aide shall be provided according to the language in the IEP.
- 19.5.2 A contingency plan for providing support in the absence of the regularly assigned full inclusion aide shall be developed by the support team and site principal at the earliest practicable time.

19.6 CLASSROOM CONSIDERATIONS

- 19.6.1 Extraordinary demands on physical space, such as: wheelchairs, computer work spaces, special chairs, full-inclusion aides, etc. shall be considered when placing a full-inclusion student or adjusting class size.
- 19.6.2 Combination classes shall not be the first choice placement for a full-inclusion student.
- 19.6.3 A general education teacher shall be assigned only one (1) full-inclusion student per year.

19.7 GENERAL EDUCATION TEACHERS

- 19.7.1 Any unit member who will be impacted by full-inclusion should receive notification at the earliest opportunity.
- 19.7.2 A general education teacher will have the right to meet with the principal to review the assignment of a full-inclusion student.
- 19.7.3 Unit members shall not be required to give specialized health care beyond the duties of a regular classroom teacher.
- 19.7.4 The District will attempt to rotate assignments so that no general education teacher will be required to have a full-inclusion student for 2 years in a row.
- 19.7.5 An annual stipend of \$300 shall be paid to the general education teacher.

ARTICLE 20: PEER ASSISTANCE AND REVIEW (PAR)

Wright Educator's Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instructions through expanded and improved professional development and peer assistance. Teachers who participate in the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

This article establishes the PAR Program and is effective so long as categorical state funding for the program continues. Ed Code Section 44500 et seq.

20.1 JOINT COMMITTEE

20.1.1 The Joint Committee shall consist of five members, three of whom shall be certificated classroom teachers who are chosen to serve by the Association, and two of whom shall be administrators chosen by the District.

20.1.2 The Joint Committee shall establish its own meeting schedule. To meet, four fifths of the members of the Joint Committee must be present. Such meetings may take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. In carrying out their responsibilities as members of the Joint Committee, teachers shall be compensated as follows: For year one (2000/01) the planning year, the Joint Committee members will receive a stipend of \$1000 per teacher. For subsequent years, a \$1000 stipend will be paid to each Joint Committee member if there are participating teachers. If no teachers are participating in the Program, no stipend will be provided to Joint Committee Members.

- 20.1.3 The Joint Committee shall be responsible for the following:
- 20.1.3.1 Providing training for the Joint Committee members.
 - 20.1.3.2 Selecting the panel of Consulting Teachers.
 - 20.1.3.3 Selecting trainers and/or training providers.
 - 20.1.3.4 Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
 - 20.1.3.5 Sending written notification of participation in the PAR program to the Participating Teacher, the Consulting Teacher and the site principal.
 - 20.1.3.6 Adopting Rules and Procedures to effect the provisions of this Article.
Said Rules and Procedures will be consistent with the provisions of the Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
 - 20.1.3.7 Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining units members and administrators.
 - 20.1.3.8 Establishing a procedure for application as a Consulting Teacher.
 - 20.1.3.9 Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program and other relevant considerations.
 - 20.1.3.10 Reviewing the report prepared by the Consulting Teacher and making a recommendation to the Governing Board regarding the Participating Teacher's progress in the PAR Program.

20.1.3.11 Evaluating annually the impact of the PAR Program in order to improve the program.

20.1.3.12 Advise the Superintendent on ways the PAR funds may be used to support the training and development of teachers.

20.1.4 All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article or under subpoena or order of the court.

20.1.5 The District shall hold harmless the Joint Committee for liability arising out of their participation in this program as provided in Ed. Code Section 44503(c) and Government Code 810.

20.2 PARTICIPATING TEACHER

20.2.1 A Participating Teacher is a teacher with permanent status who receives assistance to improve his or her performance as a result of an “unsatisfactory” in the area called Instructional Techniques and Strategies on the Final Evaluation.

20.2.2 The panel will assign the Consulting Teachers based on Participating Teacher needs.

20.2.3 A copy of the Consulting Teacher’s report shall be submitted to and discussed with the Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Participating Teacher’s signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Participating Teacher shall have the right to submit a written response, within ten working days, and have it attached to the Consulting Teacher’s Report. The Participating Teacher shall also have the right to request a meeting with the Joint committee, and to be represented at this meeting by the Association representative of his or her choice.

20.2.4 The Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

20.2.5 The results of the Participating Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Participating Teacher.

20.3 CONSULTING TEACHER

20.3.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:

20.3.1.1 A credentialed classroom teacher with permanent status.

20.3.1.2 Substantial recent experience in classroom instruction.

20.3.1.3 Shall demonstrate exemplary teaching ability as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

20.3.2 In filling a position of Consulting Teacher, each applicant is required to submit at least two references, which shall be kept confidential, from individuals with specific knowledge of his or her expertise, as follows. All applications and references shall be kept confidential.

20.3.2.1 A reference from a building principal or immediate supervisor.

20.3.2.2 A reference from a classroom teacher from the bargaining unit.

20.3.3 Consulting Teachers shall be selected by a majority vote of the Joint Committee following classroom observations by the Joint Committee. The term of the Consulting Teacher shall be three (3) years, subject to satisfactory performance as

determined by the Joint Committee and continued funding of the program.

- 20.3.4 A Consulting Teacher shall be provided release time as needed. In addition to the regular salary, a Consulting Teacher shall receive a \$3000 stipend for each school year that Consulting Teacher assistance is provided. The caseload will be limited to one Participating (referred) Teacher per Consulting Teacher.
- 20.3.5 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members.
- 20.3.6 Consulting Teachers may assist Participating Teachers by demonstrating observing, coaching, conferencing, recommending classroom observations of exemplary teachers and/or attendance at workshops or conferences, or by other activities which, in the Consulting Teacher's professional judgment, will assist the Participating Teacher.
- 20.3.7 The Consulting Teacher shall meet with the Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR Program.
- 20.3.8 The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- 20.3.9 The Consulting Teacher shall monitor the progress of the Participating Teacher and shall provide periodic written reports to the Participating Teacher for discussion and review.

- 20.3.10 The Consulting Teacher shall continue to provide assistance to the Participating Teacher until the Consulting Teacher concludes that the teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive.
- 20.3.11 The Consulting Teacher shall submit a report to the Joint Committee addressing attainment of the agreed upon performance goals.
- 20.3.12 The District shall hold harmless the Consulting Teachers for liability arising out of their participation in this program as provided in Ed. Code Section 44503(c) and Government Code 810.

20.4 BEGINNING TEACHER SUPPORT AND ASSESSMENT (BTSA)

Beginning Teacher Support and Assessment funds provide funding to support Support Providers assigned to Beginning Teachers. Total compensation per Support Provider shall not exceed \$2000. The District agrees to contribute PAR funds of up to \$1250 per Support Provider. A Support Provider's caseload will be limited to one Beginning Teacher.

AGREEMENT BY AND BETWEEN THE WRIGHT ELEMENTARY
SCHOOL DISTRICT AND THE WRIGHT EDUCATORS' ASSOCIATION

THE (ATTACHED/FOREGOING) AGREEMENT COMPRISES THE
ENTIRE AGREEMENT BETWEEN THE DISTRICT AND THE
ASSOCIATION ON MATTERS WITHIN THE LAWFUL SCOPE OF
NEGOTIATIONS.

FOR THE DISTRICT:

Stan Greenberg
Stan Greenberg, Governing Board President

Date: 2/10/98

FOR THE ASSOCIATION:

Janette M. Witte
Janette Witte, W.E.A. Chairperson

Date: 2-3-98

APPENDIX

Wright Elementary School District

Certificated Evaluation Time Line

Step	Date
Notification of Evaluation Year	November 1
Initial Conference with Evaluator	November 15
First Observation	December 15 (temp & prob) February 1 (perm)
Final Evaluation Report and Conference	March 1 (temp & prob) May 5 (perm)

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

Standard One

Engaging & Supporting All Students in Learning

- 1-1 Using knowledge of students to engage them in learning
- 1-2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
- 1-3 Connecting subject matter to meaningful, real-life contexts
- 1-4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
- 1-5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1-6 Monitoring student learning and adjusting instruction while teaching

Standard Two

Creating & Maintaining Effective Environments for Student Learning

- 2-1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2-2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2-3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2-4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2-5 Developing, communicating, and maintaining high standards for individual and group behavior
- 2-6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2-7 Using instructional time to optimize learning

Standard Three

Understanding & Organizing Subject Matter for Student Learning

- 3-1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3-2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3-3 Organizing curriculum to facilitate student understanding of the subject matter
- 3-4 Utilizing instructional strategies that are appropriate to the subject matter
- 3-5 Using and adapting resources, technologies, and standards-aligned materials, including adopted materials, to make subject matter accessible to all students
- 3-6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

Standard Four

Planning Instruction & Designing Learning Experiences for All Students

- 4-1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4-2 Establishing and articulating goals for student learning
- 4-3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4-4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4-5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

Standard Five

Assessing Student Learning

- 5-1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- 5-2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5-3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5-4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5-5 Involving all students in self-assessment, goal setting, and monitoring progress
- 5-6 Using available technologies to assist in assessment, analysis, and communication of student learning
- 5-7 Using assessment information to share timely and comprehensible feedback with students and their families

Standard Six

Developing as a Professional Educator

- 6-1 Reflecting on teaching practice in support of student learning
- 6-2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6-3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6-4 Working with families to support student learning
- 6-5 Engaging local communities in support of the instructional program
- 6-6 Managing professional responsibilities to maintain motivation and commitment to all students
- 6-7 Demonstrating professional responsibility, integrity, and ethical conduct

Wright Elementary School District
Certificated Evaluation Initial Conference
Plan A

Name _____ School _____

Assignment _____ School Year _____

Status: Temporary _____ Probationary _____ Permanent _____

Date: _____

Focus Standards Chosen:

_____ Goal: _____

_____ Goal: _____

Special Considerations: _____

Evaluatee: _____ Date: _____

Evaluator: _____ Date: _____

Wright Elementary School District
Certificated Personnel Evaluation Cover Sheet – Plan A
School Year _____

Employee _____ Assignment _____

Status: Temporary _____ Probationary _____ Permanent _____

Evaluation Timeline & Process:

I. Initial Conference to review the California Standards for the Teaching Profession and set goals Date _____

Focus Standards Chosen # _____ & # _____

Signature of Evaluatee _____

Signature of Evaluator _____

II. Classroom Observation Dates

#1 _____ #2 _____

Post Conferences re: Classroom Observation and Summary Form Dates

#1 _____ #2 _____

III. Final Evaluation Conference Date _____

Overall Evaluation:

	Continue in employment without reservation
	Continue in employment with improvement needed in some areas. Overall performance meets District standards.
	Continue in employment with serious reservations. Immediate improvement required.
	Recommend non-re-employment

Signature of Evaluator _____

Signature of Evaluatee* _____

* I have received a copy of the evaluation and discussed its content with the evaluator. My signature on this evaluation does not necessarily indicate agreement. I have the right to respond in writing, and my responses will be attached to the evaluation and placed in my personnel file.

The Initial Conference Form, the Classroom Observation & Post-conference Summary Forms, and the Final Evaluation Report must be attached to this form.

Wright Elementary School District

Formal Observation Summary Report

Teacher	School	Observer
Observation Date, Time and Subject		Post Conference Date

*** Not all areas may be applicable during an observed lesson.**

STANDARD 1	Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Engaging and supporting all students in learning				
1.1	Using knowledge of students to engage them in learning			
1.2	Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests			
1.3	Connecting subject matter to meaningful, real-life contexts			
1.4	Using a variety of instructional strategies, resources and technologies to meet students' diverse needs			
1.5	Promoting critical thinking through inquiry, problem solving and reflection			
1.6	Monitoring student learning and adjusting instruction while teaching			
Observation Notes:				

STANDARD 2	Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Creating and maintaining effective environments for student learning				
2.1	Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully			
2.2	Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students			
2.3	Establishing and maintaining learning environments that are physically, intellectually and emotionally safe			
2.4	Creating a rigorous learning environment with high expectations and appropriate support for all students			
2.5	Developing, communicating, and maintaining high standards for individual and group behavior			
2.6	Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn			
2.7	Using instructional time to optimize learning			
Observation Notes:				

STANDARD 3		Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Understanding and organizing subject matter for student learning					
3.1	Demonstrating knowledge of subject matter content standards and curriculum frameworks.				
3.2	Applying knowledge of student development and proficiencies to ensure student understanding of subject matter				
3.3	Organizing curriculum to facilitate student understanding of the subject matter				
3.4	Utilizing instructional strategies that are appropriate to the subject matter				
3.5	Using and adapting resources, technologies and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students				
3.6	Addressing the needs of English learners and students with special needs to provide equitable access to the content				
Observation Notes:					

STANDARD 4		Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Planning instruction and designing learning experiences for all students					
4.1	Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction				
4.2	Establishing and articulating goals for student learning				
4.3	Developing and sequencing long-term and short-term instructional plans to support student learning				
4.4	Planning instruction that incorporates appropriate strategies to meet the learning needs of all students				
4.5	Adapting instructional plans and curricular materials to meet the assessed learning needs of all students				
Observation Notes:					

STANDARD 5		Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Assessing student learning					
5.1	Applying knowledge of the purposes, characteristics, and using different types of assessments				
5.2	Collecting and analyzing assessment data from a variety of sources to inform instruction				
5.3	Reviewing data, both individually and with colleagues, to monitor student learning				
5.4	Using assessment data to establish learning goals and to plan, differentiate, and modify instruction				
5.5	Involving all students in self-assessment, goal setting, and monitoring progress				
5.6	Using available technologies to assist in assessment, analysis, and communication of student learning				
5.7	Using assessment information to share timely and comprehensible feedback with students and their families				
Observation Notes:					

STANDARD 6		Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Developing as a professional educator					
6.1	Reflecting on teaching practice in support of student learning				
6.2	Establishing professional goals and engaging in continuous and purposeful professional growth and development				
6.3	Collaborating with colleagues and the broader professional community to support teacher and student learning				
6.4	Working with families to support student learning				
6.5	Engaging local communities in support of the instructional program				
6.6	Managing professional responsibilities to maintain motivation and commitment to all students				
6.7	Demonstrating professional responsibility, integrity, and ethical conduct				
Notes:					

Formal Observation Summary Notes / Commendations / Recommendations

Improvement Plan Required? _____

Evaluator's Signature _____ Date _____

I have received a copy of this report and discussed its contents with the evaluator.

Evaluatee's Signature _____ Date _____

Signature does not necessarily indicate agreement. The employee may attach a statement within ten working days that will become a permanent part of this report.

Wright Elementary School District

Formal Observation Summary Report

School Nurse	School	Observer
Observation Date, Time and Subject		Post Conference Date

*** Not all areas may be applicable during an observation.**

STANDARD 1	Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Performing Professional Responsibilities				
1.1	Properly administers or supervises medication administration and procedures carried out by unlicensed personnel			
1.2	Supports the care of medically fragile students by performing, or assisting student to perform, specialized health care procedures			
1.3	Performs appropriate First Aid/care as necessary			
1.4	Attends an IEP or 504 meeting regarding a student with special health needs and shares input with the team			
1.5	Properly participates in identifying abuse and report child abuse, neglect, or sexual activity of minors to the proper authorities			
1.6	Uses Universal Precautions and knows proper communicable disease control practices			
1.7	Demonstrates knowledge of district policies and procedures and other regulations regarding student health			
Observation Notes:				

STANDARD 2	Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Communicating Effectively with School and Community				
2.1	Communicates effectively in speaking and writing			
2.2	Makes appropriate referrals to community agencies and makes use of other resources following up as necessary			
2.3	Reviews a student's health records when requested by staff			
2.4	Consults with school sites regarding students with communicable diseases			
2.5	Adheres to professional ethical standards and practices in communicating			
2.6	Demonstrates effective communication with a variety of people with varying education and socio-cultural backgrounds			
2.7	Responds to written communications in a timely manner			

Observation Notes:

STANDARD 3		Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Assessing Student Needs					
3.1	Organizes and conducts hearing and vision screening with competence				
3.2	Develops student health care plan based on a doctor's written order regarding health care procedures				
3.3	Assesses the implementation of a student's health care plan and consults with parents and physician as appropriate				

Observation Notes:

STANDARD 4		Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Managing Interventions Effectively					
4.1	Provides health advice and referral information for students with health-related needs, suspected STI's, pregnancy or possible pregnancy, suspected substance abuse, suspected eating disorders				
4.2	Maintains intervention data and tracks necessary information to support student's health care plan				

Observation Notes:

STANDARD 5		Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Maintaining Appropriate Records					
5.1	Completes required documents within appropriate timelines				
5.2	Maintains appropriate records and tracks necessary information				
5.3	Observes legally mandated rules of confidentiality regarding student records				
5.4	Accurately interprets health data and understands need for confidentiality				
Observation Notes:					

STANDARD 6		Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Developing as a Professional (Optional)					
6.1	Reflects on his/her professional practice and actively engages in planning his/her professional development				
6.2	Establishes professional learning goals and pursues opportunities to grow professionally				
6.3	Learns about and works with local communities to improve his/her professional practice				
6.4	Communicates with families to improve professional practice				
6.5	Works with colleagues to improve professional practice				
6.6	Balances professional responsibilities and maintains motivation				
Notes:					

Formal Observation Summary Notes / Commendations / Recommendations

Improvement Plan Required? _____

Evaluator's Signature _____ Date _____

I have received a copy of this report and discussed its contents with the evaluator.

Evaluatee's Signature _____ Date _____

Signature does not necessarily indicate agreement. The employee may attach a statement within ten working days that will become a permanent part of this report.

Wright Elementary School District

Formal Observation Summary Report

School Counselor	School	Observer
Observation Date, Time and Subject		Post Conference Date

*** Not all areas may be applicable during an observation.**

STANDARD 1	Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Performing Professional Responsibilities				
1.1	Provides teachers and other professionals with pertinent information to support student success			
1.2	Assists students develop academic and career goals			
1.3	Provides crisis counseling as appropriate and necessary			
1.4	Provides conflict resolution or refers to appropriate resources to address student needs			
1.5	Participates in identifying abuse and reporting child abuse, neglect, or sexual abuse to Child Protective Services (CPS) or proper authorities			
1.6	Demonstrates knowledge of school and district academic requirements			
Observation Notes:				

STANDARD 2	Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Communicating Effectively with School and Community				
2.1	Communicates effectively in speaking and writing			
2.2	Provides correct information and facilitates understanding of all parties			
2.3	Keeps supervisor apprised of potential problems and important details			
2.4	Adheres to professional standards and practices in communicating			
2.5	Demonstrates effective communication with a variety of people with varying education and socio-cultural backgrounds			
2.6	Demonstrates skill in working with and facilitating group process			
2.7	Responds to written communications in a timely manner			

Observation Notes:

STANDARD 3		Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Assessing Student Needs					
3.1	Reviews records to ensure appropriate class and program placement				
3.2	Utilizes assessment measures that are within the scope and practice for school counselors				
3.3	Evaluates information relating to students in potential crisis situations				

Observation Notes:

STANDARD 4		Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Managing Interventions Effectively					
4.1	Applies knowledge of learning and behavior to address student academic and behavior concerns				
4.2	Recognizes signs and symptoms of substance abuse and makes appropriate referrals				
4.3	Provides referral information for students with suspected STI's, pregnancy or possible pregnancy				
4.4	Provides referral information for students with suspected social/emotional issues				
4.5	Assists in decisions about special education placement and student movement between programs when appropriate				
4.6	Collaborates with parents and staff when making decisions about a student's needs				
4.7	Works with community agencies as well as with school site and district staff				

Observation Notes:

STANDARD 5		Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Maintaining Appropriate Records					
5.1	Completes required documents within appropriate timelines				
5.2	Maintains appropriate records and tracks necessary information				
5.3	Observes legally mandated rules of confidentiality regarding student records				

Observation Notes:

STANDARD 6		Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Developing as a Professional (Optional)					
6.1	Counselor reflects on his/her professional practice and actively engages in planning his/her professional development				
6.2	Counselor establishes professional learning goals and pursues opportunities to grow professionally				
6.3	Counselor learns about and works with local communities to improve his/her professional practice				
6.4	Counselor communicates with families to improve professional practice				
6.5	Counselor works with colleagues to improve professional practice				

Notes:

Formal Observation Summary Notes / Commendations / Recommendations

Improvement Plan Required? _____

Evaluator's Signature _____ Date _____

I have received a copy of this report and discussed its contents with the evaluator.

Evaluatee's Signature _____ Date _____

Signature does not necessarily indicate agreement. The employee may attach a statement within ten working days that will become a permanent part of this report.

Wright Elementary School District

Formal Observation Summary Report

Speech & Language Therapist	School	Observer
Observation Date, Time and Subject		Post Conference Date

*** Not all areas may be applicable during an observation.**

STANDARD 1	Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Performing Professional Responsibilities				
1.1	Advises and supports classroom teachers and school staff			
1.2	Provides Speech Assistants with direction to support the students in the speech and language program			
1.3	Consult with staff and share instructional strategies in regular and special education settings			
1.4	Knows and understands current regulations that impact area of responsibility			
Observation Notes:				

STANDARD 2	Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Communicating Effectively with School and Community				
2.1	Communicates effectively in speaking and writing			
2.2	Provides correct information and facilitates understanding of all parties			
2.3	Keeps supervisor apprised of potential problems and important details			
2.4	Adheres to professional standards and practices in communicating			
2.5	Demonstrates effective communication with a variety of people with varying education and socio-cultural backgrounds			
2.6	Demonstrates skill in working effectively in a variety of team settings			
2.7	Responds to written communications in a timely manner			

Observation Notes:

STANDARD 3		Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Assessing Student Needs					
3.1	Gathers relevant information to answer referral questions including, but not limited to: record review, parent/staff interviews, classroom observations, etc.				
3.2	Uses assessments appropriate to student's needs				
3.3	Administers tests in a clinically accurate and appropriate manner				
3.4	Uses program eligibility criterion appropriately to make placement recommendations				
3.5	Offers a detailed and accurate interpretation of assessment data				
3.6	Follows legally mandated assessment time frames and federal state and SELPA guidelines				

Observation Notes:

STANDARD 4		Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Managing Interventions Effectively					
4.1	Consults with educational staff, administration, and parents				
4.2	Assists in decisions about special education placement and student movement between programs				

Observation Notes:

STANDARD 5		Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Maintaining Appropriate Records					
5.1	Completes required documents within appropriate timelines				
5.2	Maintains appropriate records and tracks necessary information				
5.3	Observes legally mandated rules of confidentiality regarding student records				
Observation Notes:					

STANDARD 6		Unsatisfactory	Improvement Needed	Meets Standard	Exemplifies Standard
Developing as a Professional (Optional)					
6.1	Speech and Language Specialist reflects on his/her professional practice and actively engages in planning his/her professional development				
6.2	Speech and Language Specialist establishes professional learning goals and pursues opportunities to grow professionally				
6.3	Speech and Language Specialist works with colleagues to improve professional practice				
6.4	Speech and Language Specialist acquires knowledge of characteristics and needs of specialized populations such as Reyes Syndrome, Autism, etc.				
6.5	Speech and Language Specialist provides information to other professions, parent groups, and similar organizations				
Notes:					

Formal Observation Summary Notes / Commendations / Recommendations

Improvement Plan Required? _____

Evaluator's Signature _____ Date _____

I have received a copy of this report and discussed its contents with the evaluator.

Evaluatee's Signature _____ Date _____

Signature does not necessarily indicate agreement. The employee may attach a statement within ten working days that will become a permanent part of this report.

Wright Elementary School District
Final Certificated Evaluation Report – Plan A

Name _____ School _____

Assignment _____ School Year _____

Standards of Performance

1. Engaging and Supporting All Students in Learning

☐ Unsatisfactory ☐ Improvement Needed ☐ Meets Standards ☐ Exemplifies Standard

Comments: _____

2. Creating and Maintaining Effective Environments for Student Learning

☐ Unsatisfactory ☐ Improvement Needed ☐ Meets Standards ☐ Exemplifies Standard

Comments: _____

3. Understanding and Organizing Subject Matter for Student Learning

☐ Unsatisfactory ☐ Improvement Needed ☐ Meets Standards ☐ Exemplifies Standard

Comments: _____

4. Planning Instruction and Designing Learning Experiences for All Students

☐ Unsatisfactory ☐ Improvement Needed ☐ Meets Standards ☐ Exemplifies Standard

Comments: _____

5. Assessing Student Learning

☐ Unsatisfactory ☐ Improvement Needed ☐ Meets Standards ☐ Exemplifies Standard

Comments: _____

6. Developing as a Professional Educator

☐ Unsatisfactory ☐ Improvement Needed ☐ Meets Standards ☐ Exemplifies Standard

Comments _____

Evaluator's Recommendation

	Continue in employment without reservation
	Continue in employment with improvement needed in some areas. Overall performance meets District standards.
	Continue in employment with serious reservations. Immediate improvement required.
	Recommend non-re-employment

Evaluator's Overall Comments, Recommendations or Commendations

[illegible]

Evaluator's Signature

Date

Evaluatee's Comments

I have received a copy of the above evaluation and discussed its contents with the evaluator on _____, My signature does not necessarily indicate agreement.

Evaluatee's Signature _____ Date _____

Wright Elementary School District
Final Certificated Evaluation Report – Plan A

Name _____ School _____

Assignment _____ School Year _____

Standards of Performance

1. Performing Professional Responsibilities

☐ Unsatisfactory ☐ Improvement Needed ☐ Meets Standards ☐ Exemplifies Standard

Comments: _____

2. Communicating Effectively with School and Community

☐ Unsatisfactory ☐ Improvement Needed ☐ Meets Standards ☐ Exemplifies Standard

Comments: _____

3. Assessing Student Needs

☐ Unsatisfactory ☐ Improvement Needed ☐ Meets Standards ☐ Exemplifies Standard

Comments: _____

4. Managing Interventions Effectively

☐ Unsatisfactory ☐ Improvement Needed ☐ Meets Standards ☐ Exemplifies Standard

Comments: _____

5. Maintaining Appropriate Records

☐ Unsatisfactory ☐ Improvement Needed ☐ Meets Standards ☐ Exemplifies Standard

Comments: _____

6. Developing as a Professional (Optional)

☐ Unsatisfactory ☐ Improvement Needed ☐ Meets Standards ☐ Exemplifies Standard

Comments _____

Evaluator's Recommendation

	Continue in employment without reservation
	Continue in employment with improvement needed in some areas. Overall performance meets District standards.
	Continue in employment with serious reservations. Immediate improvement required.
	Recommend non-re-employment

Evaluator's Overall Comments, Recommendations or Commendations

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Evaluator's Signature _____ Date _____

Evaluatee's Comments

I have received a copy of the above evaluation and discussed its contents with the evaluator on _____. My signature does not necessarily indicate agreement.

Evaluatee's Signature _____ Date _____

Wright Elementary School District
Certificated Personnel Evaluation Cover Sheet – Plan B
_____ School Year

Employee _____ Assignment _____

Evaluation Timeline & Process:

I. Initial Conference to review the California Standards for the Teaching Profession and set goals Date _____

Focus Standards Chosen # _____ & # _____

Signature of Evaluatee _____

Signature of Evaluator _____

III. Final Evaluation Conference Date _____

Signature of Evaluator _____

Signature of Evaluatee _____

The Certificated Evaluation Initial Conference Form – Plan B and the Plan B Final Certificated Self-Evaluation must be attached to this form.

Wright Elementary School District
Certificated Evaluation Initial Conference
Plan B (self evaluation)

Name _____ School _____

Assignment _____ School Year _____

Date: _____

Focus Standards Chosen:

_____ **Goal:** _____

_____ **Goal:** _____

Special Considerations: _____

Evaluatee: _____ Date: _____

Evaluator: _____ Date: _____

Wright Elementary School District

Final Certificated Self-Evaluation – Plan B

Name _____

School _____

Assignment _____

School Year _____

A copy of this form is to be completed by the evaluatee prior to the Final Evaluation conference. It is to be brought to the conference and discussed with the evaluator.

A. After reviewing each goal set in the initial conference, make a statement of your accomplishments.

B. Future Plans include:

Evaluatee _____

Date _____

Evaluator _____

Date _____

Evaluator comments: _____

Wright Elementary School District

Certificated Evaluation Improvement Plan

Name _____ School _____

Assignment _____ School Year _____

Area to be improved: _____

Recommended steps for improvement: (List specific materials, support personnel, District adopted tests, record keeping systems, or other specific support necessary to further the movement of the Certificated Employee toward the stated goal(s) and/or objective(s).)

Evaluator: _____ Date: _____

Evaluatee's Comments: _____

Evaluatee: _____ Date: _____

I have received and read the Evaluatee's comments.

Evaluator: _____ Date: _____

Wright Elementary School District

Certificated Evaluation Monitoring of Improvement Plan

Name _____

School _____

Assignment _____

School Year _____

Evaluator's Summary of Goal _____

Evaluator's Comments: _____

Suggested Modification, if appropriate: _____

Recommendation:

- ☐ Objective met. Move to next objective in Improvement Plan.
- ☐ Objective not met. Continue work with this objective.
- ☐ Objective met. Improvement Plan complete.

Evaluatee's Comments: _____

Evaluator: _____

Date: _____

Evaluatee: _____

Date: _____

Wright Elementary School District Calendar for 2023/2024

Robert L. Stevens / J. X. Wilson / Wright Charter

Board Approved:

April 20, 2023

Potential Emergency Closure

Make-up Days:

April 12, 2024

May 24, 2024

(Non-instructional days if not used)

Start date for teachers: August 14

Start date for students: August 16

Teacher Work Days:

August 15 - January 8 - June 6

Professional Development:

August 14 - September 1 - January 9

Testing Window: April 29 - May 17

Last day for students: June 5

End of 1st Trimester: November 3

End of 2nd Trimester: February 23

End of 3rd Trimester: June 5

Thanksgiving Break: November 20 - 24

Winter Break: December 25 - January 5
(Classes resume January 10)

Spring Break: March 18 - March 22

Holidays

September 4, 2023 – Labor Day

November 10, 2023 – Veterans Day

November 22 & 24, 2023 – Local Holidays

November 23, 2023 – Thanksgiving

January 15, 2024 – Martin Luther King Jr Day


February 12, 2024 – Lincoln's Day


February 19, 2024 – Presidents' Day

May 27, 2024 – Memorial Day

Month	M	T	W	T	F	Holidays / Events	Days of Instruction	Certificated Work Days
2023 July	3	4	5	6	7	4 July 4th Holiday	0	0
21	10	11	12	13	14			
	17	18	19	20	21			
	24	25	26	27	28			
	31							
August		1	2	3	4	14 Professional Development #1	12	14
	7	8	9	10	11	15 Teacher Workday #1		
23	14	15	16	17	18	16 First Day of School (minimum day)		
	21	22	23	24	25	31 JXW / RLS / WCS Back to School Night		
	28	29	30	31				
September					1	1 Professional Development #2	19	20
21	4	5	6	7	8	4 Labor Day Holiday		
	11	12	13	14	15			
	18	19	20	21	22			
	25	26	27	28	29			
October	2	3	4	5	6	2-6 Parent Conferences (minimum days)	22	22
22	9	10	11	12	13			
	16	17	18	19	20			
	23	24	25	26	27			
	30	31						
November			1	2	3	3 1st Trimester ends	16	16
22	6	7	8	9	10	10 Veterans Day Observed		
	13	14	15	16	17	17 Report Cards Go Home		
	20	21	22	23	24	20, 21 Non Instructional Days		
	27	28	29	30		22, 24 Local / 23 Thanksgiving Holiday		
December					1		16	16
21	4	5	6	7	8			
	11	12	13	14	15			
	18	19	20	21	22	25 Christmas Holiday		
	25	26	27	28	29	26 - 29 Winter Break		
2024 January	1	2	3	4	5	1 New Year's Holiday / 2 - 5 Winter Break	15	17
23	8	9	10	11	12	8 Teacher Workday #2		
	15	16	17	18	19	9 Professional Development #3		
	22	23	24	25	26	10 Classes Resume		
	29	30	31			15 Martin Luther King Jr Holiday		
February				1	2		19	19
21	5	6	7	8	9	12 Lincoln's Day Holiday		
	12	13	14	15	16	19 Presidents' Day Holiday		
	19	20	21	22	23	23 2nd Trimester ends		
	26	27	28	29		28 Parent Conferences		
March					1	5 - 7 Parent Conferences (minimum days)	16	16
21	4	5	6	7	8	13 Parent Conferences		
	11	12	13	14	15	15 Report Cards Go Home		
	18	19	20	21	22	18 - 22 Spring Break		
	25	26	27	28	29			
April	1	2	3	4	5		21	21
22	8	9	10	11	12	12 Potential Emergency Closure Make-up Day		
	15	16	17	18	19			
	22	23	24	25	26			
	29	30				29 - 30 Testing Window		
May			1	2	3	1 - 17 Testing Window	21	21
23	6	7	8	9	10			
	13	14	15	16	17	23 JXW / RLS / WCS Open House		
	20	21	22	23	24	24 Potential Emergency Closure Make-up Day		
	27	28	29	30	31	27 Memorial Day Holiday		
June	3	4	5	6	7	5 Last Day of School (minimum day)	3	4
20	10	11	12	13	14	6 Teacher Workday #3		
	17	18	19	20	21	19 Juneteenth Holiday		
	24	25	26	27	28			
260							180	186

1 Minimum Days (all Wed., conf. days, last day of school)

 End of Trimester

 Potential Emergency Closure Make-up (non-instructional day if not used)

 First/ Last day of School

 Teacher Workday - No School

 Professional Development - No School

WRIGHT EDUCATORS' ASSOCIATION CATASTROPHIC LEAVE BANK (CLB)

All WEA members are part of the Catastrophic Leave Bank. The Bank was created by teachers to assist teachers who need to miss work days beyond their sick leave due to medical issues. The Bank is salary protection in the event of an emergency for the member or their family.

[Please read the complete Catastrophic Leave terms under WEA Contract Article *13.15](#)

Donations to the CLB do NOT count as sick days for the purpose of calculating Bonus Days.

CLB is governed by Education Code 44043.5

1 to 5 days of sick leave may be donated to the Catastrophic Leave Bank

- Print & complete this form
- Keep a copy for your records
- Send the original to Human Resources
- Monitor your sick leave balance on your pay stub or in the Employee Portal
- Due between now and the end of the first month of the next school year.

The Leave Bank currently:

 X is well stocked with days

 is in need of additional days

2023-24 Voluntary Donation

I would like to donate _____ sick leave days to the WEA Catastrophic Leave Bank.

Print Name _____

Signed _____

Date _____

WRIGHT ELEMENTARY SCHOOL DISTRICT
Certificated Salary Schedule
2023/2024
186 Work Days

	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
	I	II	III	IV	V
1	56,565.00	57,809.00	59,082.00	60,383.00	61,719.00
2	58,411.00	59,470.00	60,782.00	62,124.00	63,919.00
3	60,255.00	61,183.00	62,531.00	63,949.00	66,584.00
4	62,102.00	62,945.00	64,455.00	67,020.00	69,656.00
5	63,948.00	64,823.00	67,458.00	70,093.00	72,728.00
6	65,793.00	67,897.00	70,530.00	73,168.00	75,793.00
7	68,338.00	70,972.00	73,605.00	76,235.00	78,869.00
8	71,407.00	74,040.00	76,671.00	79,304.00	81,940.00
9	74,475.00	77,113.00	79,742.00	82,377.00	85,007.00
10	77,547.00	80,180.00	82,820.00	85,447.00	88,220.00
11		83,252.00	86,033.00	88,801.00	91,575.00
12			89,369.00	92,154.00	94,929.00
13			89,369.00	92,154.00	98,001.00
14			92,742.00	95,510.00	98,283.00
15			92,742.00	95,510.00	101,355.00
16			92,742.00	95,510.00	101,355.00
17			92,742.00	95,510.00	101,355.00
18			92,742.00	95,510.00	101,355.00
19			96,091.00	98,868.00	101,641.00
20			96,091.00	98,868.00	104,711.00

Salary Improvements			
08/09	No Change	16/17	2% on schedule; 1% off schedule
09/10	Reduced 1 Work Day	17/18	\$2,528 longevity embedded in schedule
10/11	Reduced 5 School Days	17/18	\$2,000 added to each cell (3.3%)
11/12	Reduced 3 School Days	18/19	2% on schedule; 2% off schedule
12/13	Reduced 5 School Days	19/20	1% on schedule
13/14	5% on schedule	20/21	1% on schedule; 3% off schedule
14/15	3% on schedule; 3 PD Days added	21/22	2% on schedule
15/16	3.5% on schedule; 2% off schedule	22/23	6% on schedule
		23/24	8% on schedule; \$2,000 off-schedule (prorated)
Annual Stipend for Master's Degree: \$1,350 (pro-rated as applicable)			
Minimum placement is 95% of step 1, column 1 (< 30 semester units over BA.)			
Max placement for new hires is step 11, column V.			

WRIGHT ELEMENTARY SCHOOL DISTRICT

Speech & Language Therapist

2023/2024

186 Work Days

Step	Salary
1	66,364
2	68,730
3	71,597
4	74,899
5	78,203
6	81,499
7	84,804
8	88,108
9	91,407
10	94,860
11	98,469
12	102,077
13	105,379
14	105,683
15	108,986
16	108,986
17	108,986
18	108,986
19	109,292
20	112,595

Annual Stipend for Master's Degree: \$1,350

Years of experience will be credited for the actual years of service in any publicly accredited private school.

WRIGHT ELEMENTARY SCHOOL DISTRICT

Psychologist

2023/2024

190 Work Days*

Step	Salary
1	87,012
2	89,621
3	92,310
4	95,080
5	97,930
6	100,868
7	103,896
8	107,014
9	110,127
10	113,332
11	116,630
12	120,024
13	123,517
14	127,111
15	130,812

***Article 9.5 WEA Contract: 8 hour work day / 190 day work year**

Annual Stipend for Master's Degree: \$1,350

WRIGHT ELEMENTARY SCHOOL DISTRICT

4385 Price Avenue, Santa Rosa, California

APPLICATION FOR EARLY RETIREMENT

NAME _____ DATE _____

DATE OF BIRTH _____ CURRENT AGE _____

PROPOSED RETIREMENT DATE _____ AGE AT RETIREMENT _____

NUMBER OF YEARS IN DISTRICT _____ SITE _____

PROGRAM # 1 - EARLY RETIREMENT OPTION \$5,000 YEARLY STIPEND

_____ Pay yearly stipend as a single lump sum payment.

PROGRAM # 2 - EARLY RETIREMENT OPTION \$3,500 YEARLY STIPEND

_____ Pay yearly stipend as a single lump sum payment.

WRIGHT ELEMENTARY SCHOOL DISTRICT

4385 Price Avenue, Santa Rosa, California

LETTER OF RESIGNATION FOR EARLY RETIREMENT PROGRAM

It is my intent to take advantage of the early retirement program for the school year beginning _____ (date).

I am CURRENTLY _____ years of age.

I will be _____ years of age at the beginning date of the _____ contract year.

I understand this letter indicates an irrevocable resignation upon Board acceptance of my early retirement.

Signature _____

Date _____

Board Action: Approved _____ Denied _____

Board Meeting Date: _____

WRIGHT ELEMENTARY SCHOOL DISTRICT
CERTIFICATED SHARED STAFFING AGREEMENT

Return to HR, with calendar, by start of shared assignment

Teacher 1 Name: _____ # Work Days: _____ FTE*: _____

Teacher 2 Name: _____ # Work Days: _____ FTE*: _____

* Attach a work day calendar with work days circled or highlighted.
Divide number of workdays reported on calendar by 186 to determine FTE for Payroll.
Calculate to the third decimal. Totals must equal 186 work days and 100% FTE.

By executing this agreement, job share partners agree to act as a substitute for each other, as needed and insofar as possible, by switching work days on the calendar.

Job Share partners agree to read and comply with Job Share parameters as outlined in [WEA Contract Article 18](#), including shared pro-rata benefits.

Notes: _____

Responsibilities:

ITEM	TEACHER #1	TEACHER #2
CLASSROOM		
CONFERENCES		
REPORT CARDS		
ADJUNCT DUTIES		
EXTRA CURRICULAR		
OPEN HOUSE, etc.		

How do you plan to maintain the continuity of the instructional program?

Teacher 1 Sign & Date: _____

Teacher 2 Sign & Date: _____

Principal Sign & Date: _____

Superintendent Initials: _____

Rights and Duties of WEA Unit Members

With Respect to Student Discipline

It is the goal of the District and WEA that school personnel have a safe work environment.

The Board believes that parental involvement plays an important role in the resolution of classroom behavior problems. The Board expects that teachers will communicate with parents/guardians when behavior problems arise. [Policy#5144.1(b)]

If an employee is attacked, assaulted or physically threatened by a student the employee may use reasonable physical restraint to protect himself/herself from harm. The employee shall promptly report it to their principal or other immediate supervisor immediately. If the employee is injured or has property damaged by willful misconduct of a student, the employee may ask the district to pursue legal action against the student or the student's parent/guardian. [Adm.Reg.4158(a), 4258, 4358]

A teacher may suspend any pupil from the teacher's class for that day and the following day under Education Code Section 48900. It is expected that any suspension be imposed only when other means of correction fail to bring about proper conduct. [Policy#5144.1(a)] If a student is suspended from class by a teacher, that teacher shall immediately report this action to the principal as some offenses may require more serious consequences. As soon as possible the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the removal from class. A school administrator may attend if requested by either the parent/guardian or the teacher. [AR5144(d)] Some examples of offenses for which a student may be suspended are:

- Possessing a weapon
- Damaging property
- Stealing
- Disrupting school activities or otherwise willfully defying the authority of teachers
- Engaging in habitual profanity
- Possessing or using tobacco
- Fighting or intentionally injuring others

[Ed Code 48910]

Complete contract language on this topic is contained in the WEA contract in Article 17: Safety.

WRIGHT ELEMENTARY SCHOOL DISTRICT

4385 Price Avenue, Santa Rosa, California

APPLICATION FOR REDUCED WORKLOAD LEAVE PRERETIREMENT PART-TIME EMPLOYMENT

School Year _____

NAME _____ DATE _____

DATE OF BIRTH _____ CURRENT AGE _____

NUMBER OF YEARS IN DISTRICT _____ SITE _____

It is my intent to take advantage of the Reduced Workload Leave program for the _____ school year. I am eligible according to the following requirements. I have received both District Administrative Regulation 4117.11 Preretirement Part-Time Employment and CA Ed. Codes 22713 and 44922 and understand that my request is contingent upon Board approval.

ELIGIBILITY REQUIREMENTS

- Reduced Workload Program Participation Board Approved
- Attained age 55 prior to Reduced Workload Program effective date
- Employed on a Full-Time basis for a minimum of ten years of credited service in a certificated position prior to the reduction of workload
- Employed on Full-Time basis immediately preceding reduced Workload Program effective date with five years of credited service.
- Salary not greater than that of School Principal (K-12)
- Agreement:
 - Exists between employer and participant.
 - Must begin participation at the beginning of the school year and complete the school year.
 - May be revoked by consent of both parties.
 - Not to exceed ten years.
 - Participant to work at least 50 percent of the time.

Signature

Board Action: Approved _____ Denied _____

Board Meeting Date: _____

WRIGHT ELEMENTARY SCHOOL DISTRICT - CERTIFICATED PERSONNEL
ANNUAL PLACEMENT REQUEST FORM

Name _____ **Site** _____ **Date** _____

RETURN COMPLETED FORM TO THE DISTRICT OFFICE

Returning teachers must complete all of Part A.

A. _____ I intend to remain with the Wright School District for the next school year.

_____ I would like to remain at my present school and grade level.

_____ I would like to change my position.

In case a change is required by the District or requested by me, I am most interested in:

Site: *(please choose one site other than your current site)*

_____ JXW

_____ RLS

_____ WCS

Grade level:

#1 _____

#2 _____

#3 _____

(please indicate three different grade levels)

Most important to me is: *(please choose one)* _____ Site or _____ Grade Level

B. _____ I do intend to remain in the District; however, I would like to request the following for the next school year:

_____ a leave of absence for the full year (written request due Feb. 1)

_____ a part-time leave of absence/job share request

(written request due Feb. 1 – refer to WEA Contract Article 18)

_____ a Reduced Workload Leave-Pre-retirement part time employment

(written request due Feb. 1 – refer to Board Policy 4117.11)

C. _____ I do not intend to remain in the Wright School District for the next school year; my last day of employment with the Wright District will be _____.

I plan to: _____ Resign

_____ Retire

_____ Early Retirement Option

(due Jan. 10 – refer to WEA Contract Article 14.6)

Comments: _____

Signature: _____

Date: _____

In the summer, contact me _____ **by email at** _____

_____ **by letter in the attached self-addressed envelope.**

Wright District Guidelines for BTSA Release Time

- As per the District's agreement with BTSA, release time is provided for Participating Teachers and their Support Providers to enhance their professional growth. This may include classroom observations and BTSA-related planning, discussion and paperwork.
- This release time consists of up to 4 days per year for each PT and each SP.
- The release time may be used in short segments, such as an hour or less, or in half or full-day segments.
- Teacher pairs may determine what they need and consult the site principal to arrange coverage for their classes. In the case of short segments, the principal may choose to cover the class. For longer sessions, substitutes can be arranged.
- The release time may not be used as compensatory time, nor for other school-related work, such as report cards, lesson plans, or other work not clearly related to BTSA.
- Questions regarding implementation of these guidelines may be directed to WEA or the Superintendent.

Appendix (Extra Duty & Stipends)

	What	Description	\$
Hourly	Tutoring/Intervention	Academic tutoring in core subjects	Hourly
Per Diem	Attendance at non-contractual day trainings or pre-approved district/site activities	Trainings on non- contractual days	Per diem, pro-rated to match the length of trainings
Stipends			
	BTSA Support Provider	Weekly mtgs. w/beginning teacher, and BTSA mtgs., and a minimum of 2 mtgs. w/site admin and 1-2mtgs. w/BTSA coordinator	\$2000 Stipend per Support Provider
	BTSA Coordinator	Act as a liaison between the district and the BTSA program.	\$100 Stipend per Beginning Teacher
	Teacher in charge	*Sub required while teacher is serving as TIC unless authorized by the Superintendent. (*See also Article 14.5.2.3)	*\$2000 Stipend per school year for up to 20 days.
	Outdoor Education Camp Director(s)	Hire and supervise staff. Family information meeting, secure supplies and medical needs and execute contracts. Manage day to day operations at Camp	\$600 Stipend
	Outdoor Education Teachers	Attend camp	\$50/night up to \$1500
	Curriculum Committees	Attend meetings. liaison w/ school sites, pilot and review new materials, monitor and adjust current curricular tools and guidelines (per year)	\$500 stipend
	Student Council Advisors	Operate and implement student council	\$1000 Stipend (each school)
	Coaches	Oversee afterschool competitive sports team.	\$1500 Stipend per sport
	Yearbook	Yearbook class coordinator.	\$600 Stipend (each school)
	Bilingual Translation	Assessment approved fluent language translation during the course of duties. (See Article 14.5.2.9)	\$2000 Stipend per school year.

**WRIGHT ELEMENTARY SCHOOL DISTRICT
COLLABORATIVE BARGAINING COUNCIL**

CONTRACT LANGUAGE REVISION #1—16/17

Related to WEA Contract Article: **#12—HEALTH & WELFARE BENEFITS**

This Agreement to be in effect: **Upon ratification by the Governing Board
Effective July 1, 2017**

The_{new} language will be:

The district's monthly contribution toward a medical plan for each full-time unit member will be capped at \$738 for employee, \$1268 for employee + one, and \$1599 for family, plus CVT Dental and CVT Vision Service Plan.

This proposal is accepted by the authorized representatives of both parties as indicated by the signatures below.

Consensus of CBC: Date April 17, 2017

Ratified by WEA: Date April 25, 2017

Ratified by the Governing Board: Date May 18, 2017

For the District:


Adam Schaible, District Superintendent

For the Association:


Emmy Eichner, WEA Chairperson


Carrie O'Donnell, WEA Chairperson