

**AGREEMENT
BY AND BETWEEN THE
WOODVILLE UNION SCHOOL DISTRICT
AND THE
WOODVILLE TEACHERS ASSOCIATION/CTA/NEA**

2012 - 2013

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ARTICLE I: AGREEMENT

- A. The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Woodville Union School District ("District") and the Woodville Teachers Association ("WTA")/California Teachers Association/National Education Association.
- B. This Agreement is entered into pursuant to Chapter 10.7 Sections 3540-3549 of the Government Code, hereinafter referred to as the "Act".

ARTICLE II: RECOGNITION

- A. The District recognizes the Association as the exclusive representative of all regular certificated employees of the District, excluding the Superintendent, Principal, Business Manager, Director of Compensatory Education, and Title VII Director, for the purpose of meeting and negotiating.
- B. For the purpose of this Agreement, regular certificated employees means teaching personnel who have an annual contract with the District; such personnel shall not include substitute and/or temporary teachers.

ARTICLE III: ASSOCIATION RIGHTS

- A. Association representatives, with prior approval, shall have reasonable access to all school buildings to discuss organizational business with all employees, when they are not required to render service to the district. It shall be the responsibility of the organizational representatives to inform the building principal or, in his absence, the office secretary when on site visits are made.
- B. The Board shall provide the Association's President with Board Agenda with materials relevant to CTA and minutes upon request.
- C. The Association may use the school mailboxes or bulletin board spaces frequented by employees as designated by the Superintendent subject to the following conditions:

1. All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association president; and
 2. A copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution.
- D. The Association, with prior approval, shall have the right to use institutional equipment, facilities, and buildings at reasonable times. The Association shall have the right to use school buildings for meetings subject to the following conditions:
1. Such use does not interfere with or impair the educational program in any way;
 2. Use has not been granted to someone else;
 3. If the use of said school building(s) by the Association results in expense to the District, the Association shall reimburse the District such expense.
 4. The Association shall leave any premises they use in suitable condition for the next user.
- E. The right to receive one (1) copy of any public data, to include reports, funding applications, budgetary or financial information on request. District may charge actual costs of reproduction, when appropriate.

ARTICLE IV: DISTRICT RIGHTS

- A. The District retains, solely and exclusively, all the rights, powers and authority exercised or had by it prior to the execution of this Agreement except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the District and not abridged herein include, but are not limited to, the following: To manage and direct its operations and its personnel; to manage, control, and determine the mission, goals, objectives, and educational philosophy of its component facilities, programs, and operations; to create, change, combine or abolish jobs, job classification departments and facilities in whole or in part; to insure the rights and the educational opportunities of its students; to subcontract

or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number and kinds of employees needed; to hire, assign, evaluate, transfer, promote, suspend, terminate, and otherwise maintain the discipline and efficiency of its employees; to determine its curriculum; to establish work standards, schedules of operation and work load; to specify or assign work requirements and overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine, develop, and implement its budget and the procedures therefor; to determine the methods, processes, means, personnel and places of providing services; and to take any action on any matter in the event of an emergency.

- B. All current and future policies, rules and regulations of the District not directly in conflict with this Agreement shall remain in full force and effect, provided that this reference to such policies, rules, and regulations shall not be deemed to make such matters subject to the Grievance Article of this Agreement.
- C. Nothing in this Agreement except where expressly limited by the provisions of this contract shall be construed to limit, amend, decrease, revoke or otherwise modify the rights and powers vested in the District to adopt, amend, or rescind such policies, rules and regulations as the Board of Trustees, in its discretion, shall deem necessary, or any other powers vested in the District by the California Education Code, or by other laws regulating, authorizing or empowering the District to act or refrain from acting.

ARTICLE V: GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement.
- 2. A "grievant" is a member of the unit asserting a grievance.

3. A "day" is any day in which the central administrative office of the District is open for business.

B. Informal Level

Before filing a formal written grievance, the grievant should attempt to resolve it by an informal conference with the grievant's immediate Supervisor.

C. Formal Level

1. Step 1

- a. Within five (5) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the District Certificated Grievance Form to the Superintendent.
- b. This statement shall be a clear, concise statement of the circumstances giving rise to the grievance and shall include the following information:
 - (1) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
 - (2) A list of the provisions of the Agreement which have been violated;
 - (3) Specific actions requested of the District which will remedy the grievance.
- c. The Superintendent shall communicate his/her decision in writing within ten (10) days after receipt of the grievance.

2. Step 2

- a. If the grievant is not satisfied with the decision at Step 1, or if no response has been provided in a timely fashion, the grievance shall be referred to mediation.
- b. The Association shall request that a mediator from the California State Mediation Service be assigned to assist the parties in the resolution of the grievance.

- c. The Mediator shall meet with the parties with the purpose of resolving the grievance.
- d. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the parties indicating that the grievance has been resolved. Any agreement reached during the mediation step shall be nonprecedential.
- e. In the event that mediation is not successful in resolving the grievance, the Association may move the grievance to Step 3.

3. Step 3

- a. If the Association proceeds to arbitration, it shall notify the District in writing. Within ten (10) days of such notification, the Association shall prepare a request to the California State Mediation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Upon receipt of said list, each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.
- b. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions of the issue(s) submitted. The arbitrator shall be without power or authority to make any decision which would add to or violate other provisions of this Agreement. The arbitrator is empowered to include in any award such financial remedies that may be provided within this Agreement. The decision of the arbitrator shall be submitted to the association and the Superintendent and will be final and binding on the parties.
- c. Any questions of arbitrability of any issue(s) shall be determined by the arbitrator before the merits of the case are heard.
- d. All cost for the services of the arbitrator, court reporter, including, but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room, shall be borne equally

by the District and the Association. All other costs will be borne by the party incurring them.

D. Time Limits

1. Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.
2. Time limits may be extended by mutual agreement.

E. Rights of Representation

A grievant may be represented at all stages of the grievance by an Association representative.

F. No Reprisals

No reprisals of any kind shall be taken by the District or by the Association against any grievant, any party in interest, or any participant in the grievance procedure by reason of such participation.

G. Miscellaneous

1. Reasonable amounts of release time shall be provided by the District for the processing of a grievance.
2. All documents and records dealing with a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit members.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the District and the Association.
4. A unit member may, at any time, present grievances to the District, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration. Any such adjustment shall not be inconsistent with the terms of the written Agreement. The Association shall be afforded the opportunity to state its views on any grievance prior to final disposition.

ARTICLE VI: LEAVES

A. Policy on Use of Leaves

For any type of leave specified in this Article, leave must be taken in not less than one-half (1/2) day increments, unless other acceptable arrangements have been made with the Superintendent or his/her designee.

B. Personal Illness and Injury Leave

1. Members of the unit employed by the District on a full-time basis shall be entitled to ten (10) days leave of absence for illness or injury, exclusive of days they are not required to render service.
2. Members of the unit employed less than five (5) days a week and/or less than a full school year are entitled to that proportion of ten (10) days leave of absence for illness or injury as the number of months they are employed bear to ten (10).
3. Pay for the hour(s) or day(s) of illness or injury need not be accrued prior to the taking of such leave by the employee and such leave may be taken at any time during the employee's assigned work year.
4. Members of the bargaining unit shall notify the Superintendent or designee of their intent to be absent, no later than 6:30 of the morning of their intended absence to be eligible for paid leave.
5. The District may require a physician's verification of illness if a teacher has been on personal illness or injury leave for three (3) or more consecutive days. The District will pay for the medical examination if it is requested by the District.
6. When a unit member anticipates being absent on consecutive days, the unit member will try to contact the district by 2:30 p.m. on the day of absence.
7. In the event that a unit member and a substitute are present the following day, due to the unit member not calling the District as per contract. The unit member would be required to take the day as another day of leave and the substitute would work.
8. Unused sick leave shall accumulate from year to year.

9. The District will provide each employee with a statement of the total number of days which have been credited to his/her sick leave account by November 15.

C. Bereavement Leave

1. The District agrees to grant necessary leave of absence with pay at the employee's regular rate not to exceed five (5) days for the death of any member of the immediate family. Members of the immediate family shall mean mother, father, grandmother, grandfather, or a grandchild of the employee or spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or a step-daughter, step-son, step-mother, step-father of the employee, or any relative living in the immediate household of the employee. (Ed Code 44985)
2. Members of the bargaining unit shall be required to contact their immediate Supervisor prior to the start of their regular work shift to request bereavement leave or as soon as the need to be absent becomes known.

D. Personal Necessity Leave

1. A maximum of seven (7) days of absence of illness or injury leave earned pursuant to the provisions in Section B of this Article may be used by the employee in cases of personal necessity.
2. Bargaining Unit Member shall not be required to secure advance permission for leave taken for any of the following reasons: (Ed Code Section 44981)
 - a. Death of a member of the employee's immediate family when additional leave is required beyond that provided in the Bereavement Leave provisions of this Agreement.
 - b. Accident involving the employee's person or property or the person or property of a member of the employee's immediate family.
 - c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

3. Four (4) of the seven (7) days may be taken for any reason.
4. Members of the bargaining unit are required to request personal necessity leave from their immediate supervisor at least forty-eight (48) hours prior to the usage of such leave.

E. Industrial Accident Leave

1. Members of the bargaining unit who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) working days paid leave in any one fiscal year. This leave shall not be accumulated from year to year. Industrial accident or illness leave will commence on the first day of absence.
2. Payment for wages lost on any day shall not, when added to an award granted under Worker's Compensation laws of this state, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one day for each day of authorized absence regardless of compensation award made under the worker's compensation. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount at the end of the fiscal year in which the industrial illness or injury occurred, for the same illness or injury.
3. Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave or other paid leave will be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave, which, when added to the worker's compensation award, provides for a day's pay at the regular rate of pay.

4. Any time an employee on industrial accident or illness leave is entitled to return to work, the employee may be reinstated in a position in the same class without loss of status or benefits.
5. Any employee receiving benefits under this section shall remain within the State of California.
6. An employee returning to service after an industrial accident or illness must present a release from the authorized physician certifying the employee's ability to return to his/her position without restrictions or detriment to the employee's physical and emotional wellbeing.

F. Leave for Pregnancy Disability

1. Employees are entitled to use sick leave as set forth in "B" of this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. Such leave shall not be used for child care, child rearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed shall be determined by the employee and the employee's physician.
2. The employee on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

G. Jury Duty

Employees shall be entitled to as many days of paid leave as may be required for appearances in response to service as a juror before any duly convened court of law. If the employee receives any juror's fees while on leave under this paragraph, such fees shall be remitted to the District, with the exception of mileage.

H. Extended Illness

After the leave provided in "B" above has been exhausted, the amount deducted from the salary of any employee absent because of illness or injury shall not exceed the sum which is actually paid a substitute employee or, if no substitute employee was employed, the amount which would have been paid to a substitute had one been employed.

I. Personal Leave Without Pay

1. An employee may apply for and may be granted a health leave of absence for the remainder of the current school year and up to one (1) additional school year. The employee shall provide the District with a physician's verification of his/her need for such health leave. Such leave may be extended for an additional twelve (12) months.
2. The District may grant an employee, upon request, an unpaid leave of absence for up to one (1) school year to pursue personal endeavors such as, but not limited to, study, exchange teaching, Peace Corps, Vista, or other personal interests.

J. Witness Leave

Employees shall be entitled to two (2) days paid witness leave provided they have been subpoenaed through no connivance of their own and that all witness fees, except mileage, are paid to the District.

K. Attendance Incentive Account

The District shall establish an account for each full-time teacher (which shall include music, P.E., band, classroom, etc.) in the amount of three hundred dollars (\$300.00) per year. When the teacher is absent, the District's established substitute daily rate shall be deducted from the individual's account.

1. Bargaining unit members' accounts shall be deducted whenever sick or personal leave is used.
2. Any funds remaining in the account on June 30th of each school year shall be paid to the unit member.

L. Association Leave

1. The Association shall have seven (7) days per year of paid leave to utilize for local, state, or national conferences, or for conducting other business pertinent to Association affairs. The representative(s) shall be excused from school duties upon two (2) days advance notification to the Superintendent by the Association President.

2. An additional four (4) days of paid leave shall be available as described above, except that the Association shall reimburse the District for substitute costs, if any.

M. Catastrophic Leave

It is the intent of this Catastrophic Leave that any bargaining unit member may donate personal or sick leave to any other bargaining unit member.

1. When a catastrophic illness or injury incapacitates an employee or a member of his/her family for an extended period of time, fellow employees may donate accrued sick leave credits to that employee under the requirements of this provision. Donations shall be strictly voluntary.
2. An employee who receives paid leave pursuant to this program, shall use any credits that he/she continues to accrue on a monthly basis before receiving paid leave by donation.
3. An employee desiring to use "catastrophic leave" must complete a "Request for Catastrophic Leave" and send it to the Business Services Department. Upon requesting donations under this program, the employee shall provide verification of the catastrophic injury or illness. Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.
4. Any employee who meets the conditions of the definition of catastrophic illness or injury, who has exhausted all of their paid leave, and who is approved by the Superintendent, is eligible to receive donated leave credits. No one will be approved to receive donated leave credits after the amount budgeted for all substitutes for catastrophic leave has been exhausted.
5. The donating employee must complete the request for "Voluntary Donation of Eligible Leave Credits", stating that he/she willingly donates certain hours to a specific receiving employee.

6. To insure that employees retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than ten (10) days.
7. A donation may impact the employee's sick leave hours available to convert to service credit upon retirement with STRS.

ARTICLE VII: EVALUATION PROCEDURE

A. Number of Evaluations

1. Tenured employees will be evaluated at least once every other work year.
2. Probationary employees will be evaluated at least once each work year.
The final evaluation shall be completed no later than May 1st.

B. Goals and Objectives

1. Tenured employees will have their goals and objectives filed by November 1 and will review them with the Superintendent or his/her designee by November 15.
2. Probationary employees will have their goals and objectives filed by October 15 and will review them with the Superintendent or his/her designee by November 1.

C. The evaluation will be in writing on the evaluation form, which will be negotiated by the District and the Association. The form will reflect fair treatment of all employees with regard to evaluation procedures.

D. The Superintendent or his/her designee will hold a conference to review the final evaluation within five (5) work days after the final evaluation has been completed. A copy will be given to the employee at this time and he/she will be asked to sign it to indicate receipt.

E. The employee may make written comments on the final evaluation within five (5) days of the meeting with the Superintendent or his/her designee. These comments will be attached to the final evaluation and will become a permanent part of it.

F. Prior to the inclusion of any negative comments or judgment in the final evaluation, the teacher shall have the right to request one (1) additional

observation and subsequent informal evaluation for purposes of demonstrating that cited deficiencies have been corrected.

- G. If a teacher receives an evaluation containing negative comments or judgments and subsequently receives two (2) successful evaluations, a note referring to the successful evaluations shall be attached to the evaluation containing negative comments or judgments.

ARTICLE VIII: HOURS

- A. The length of the teacher workday shall be 7:45 a.m. - 2:35 p.m., unless changes are made that are mutually acceptable to the Association and the District. The teaching time will be increased in grades 1-8 by fifteen (15) minutes per day for four (4) days per week. The fifth (5th) day will be a short day with grades 1-3 being dismissed at 12:50 p.m. and grades 4-8 at 1:25 p.m. Kindergarten will be dismissed at their regular time. On the short day the time after 1:25 p.m. will be used for staff development, teachers meetings, classroom work, etc. The teaching time for grades 1-3 will be 8:00 a.m. until 2:00 p.m., and for grades 4-8 the teaching time will be from 8:00 a.m. until 2:30 p.m.
- B. Each Kindergarten through eighth grade teacher shall have an uninterrupted, duty-free lunch break of thirty (30) minutes.
- C. Teachers shall not be required to perform duties beyond the workday, except on a voluntary basis. Excluded from this section are parent/teacher conferences and back-to-school nights.
- D. The District will make its best effort to limit faculty meetings to one per week of reasonable duration.
- E. Teachers required to work after 8:30 p.m. will be paid their hourly rate for each hour after 8:30 p.m., provided the District has approved the time in advance.
- F. Teachers in grades four (4) through eight (8) shall receive two and one-half (2-1/2) hours of preparation time each week.
- G. Breaks

1. Morning Break: Will be provided on a rotating basis with each teacher standing one (1) week of fifteen (15) minute recess duty approximately every four (4) weeks.
 - a. When a Rainy Day Schedule is called before or during K-8 recess, teachers will stay with their classes during the fifteen (15) minute scheduled recess/break. Instructional aides will be made available to allow teachers a short break for personal reasons.
 - b. The fifteen (15) minutes will be recognized as early release time, to be used as determined by the administration.
 2. Duty Free Lunch Break:
 - a. When a Rainy Day Schedule is called before or during a lunch break, teachers will have a thirty (30) minutes duty free lunch.
- H. At least one (1) teacher will be present at each physical education period.

ARTICLE IX: CLASS SIZE

- A. Except in physical education and other traditional large group classes, or where otherwise mutually agreed upon by the involved teachers, class size in the District shall not normally exceed 30 students per teacher. The teacher-student ratio per grade level shall be:
- | | |
|--------------|------|
| Kindergarten | 1:25 |
| 1-3 | 1:28 |
| 4-8 | 1:30 |
- B. Should it become necessary to exceed the standards herein, reimbursement shall be made on enrollment as follows:
1. Any teacher in grades Kindergarten (K) through six (6) shall be reimbursed above and beyond his/her normal salary at the rate of three dollars and fifty cents (\$3.50) per day for each student enrolled in excess of the maximum.
 2. Teachers in grades seven (7) through eight (8) shall be provided ninety cents (\$.90) per student per day for students enrolled in the 7th and 8th grade homerooms that exceed thirty students.

3. Staffing and pupil assignments shall be completed by the third week of each school year. Reimbursements for the above provisions shall commence at that time. All reimbursements shall be based on enrollment.
4. The Business Office will be responsible for determining the dollar amount of overage payments for each teacher who qualifies. Payment will be made in the June payroll. It is strongly recommended that each teacher keep a record of their own for verification purposes.

ARTICLE X: SAFETY

A. Safe Working Conditions

1. Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being.
2. Upon notification, the District shall eliminate or correct any unsafe or hazardous condition in a reasonable time.

B. Short Term Pupil Suspension

1. A teacher may suspend a pupil from his/her class for the day of the suspension and the following day, pursuant to Education Code 48900, et. seq.

C. Assault

1. An employee shall immediately report any verbal or physical assault to the immediate supervisor, who shall report the incident to the proper authorities. Any physical injury or damage resulting from an assault will be addressed pursuant to Education Code 48905, et. seq.

D. Pupil Transportation

1. No bargaining unit members shall be required to transport pupils in private vehicles.
2. Should the District request or require that a unit member transport a pupil or pupils in a vehicle owned by the District, the District shall provide full primary liability coverage for any liability which may occur during such assignment. Unit members shall be provided with documentation of

primary liability coverage which shall be carried in the vehicle during such assignment.

- E. Property Coverage - When, in the course and scope of employment, a unit member's eyeglasses are broken, clothing torn, or personal property damaged or destroyed, the District shall reimburse the employee for the cost of the damage up to two hundred dollars (\$200.00) per item.
1. Personal property includes only those items used for instructional purposes and with the Superintendent's advance written approval.
 2. The District shall have subrogation rights under any claim or reimbursement from insurance carriers, to the extent of the District's payment.
 3. All claims for reimbursement by the District shall be filed within five (5) working days of the incident.
 4. The unit member shall cooperate with the District in obtaining payments from any insurance company.
 5. Nothing in this Article shall require the District to replace an item which can be repaired.

ARTICLE XI: PAYROLL DEDUCTIONS

- A. Any unit member who is a member of the Woodville Teachers Association/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of united membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District will deduct one tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Any unit member who is a member of the association shall maintain such membership for the duration of the Agreement.

B. Any unit member who is not a member of the Woodville Teachers Association/CTA/NEA, or who does not make application for membership within thirty (30) calendar days following ratification between the parties, or within thirty (30) calendar days from the date of commencement of assigned duties within the bargaining unit for those hired after January 15, 1999, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues. In the event that a unit member shall not pay such fee directly to the Association, the District shall immediately begin automatic payroll deduction as provided in Education Code Section §45061 and in the same manner as set forth in Paragraph A of this Article. There shall be no charge to the Association for such mandatory agency fee deduction.

1. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support Woodville Teachers Association/CTA/NEA, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to a non-religious, non-labor organization, charitable funds approved by the Association and exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code, such as:
 - a. The Clemmie Gill School of Science and Conservation (SCICON);
 - b. Foundation to Assist California Teachers (FACT); or
 - c. Martin Luther King, Jr., Memorial Scholarship.
2. Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Paragraph B.1 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Paragraphs A and B of this Article. Payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date

of payments, and to whom payment in lieu of service fee has been made. Such proof shall be presented on or before October 31 of each school year. The Association shall have the right of inspection in order to review said proof of payment.

- C. With respect to all sums deducted by the District pursuant to Paragraphs A and B above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- D. The Association agrees to furnish any information needed by the District to fulfill the provisions of the Article.
- E. The Association and the District agree as follows:
 - 1. The Association agrees to pay to the District all legal fees and legal costs incurred by the District in defending against any court actions and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of the agreement or implementation thereof, provided that the Association shall have exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.
 - 2. The Association shall indemnify and hold harmless the District, its officers, agents and employees from any award or compromise of damages or liability arising out of any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of the Agreement (or their implementation) provided that the Association shall have the exclusive right to decide and determine whether any such actions or proceedings referred to shall be compromised, resisted, defended, tried, or appealed.
- F. Any teacher not a member of the Woodville Teachers Association/CTA/NEA on the effective date of this Agreement shall be exempt from this provision.

ARTICLE XII: SALARY ADMINISTRATION

A. Definitions

1. **Class**: A column on the salary schedule in which an employee is placed.
2. **Step**: Placement within a class representing years of experience or service in accordance with other rules and regulations contained in this Article.
3. **Units**: College or University units are listed in terms as semester credits; quarter units are converted to semester units by multiplying the quarter hours by two-thirds (2/3); units will only be accepted from accredited institutions. All units used to determine placement on the salary schedule must be verified with official college or university transcripts. The employee is responsible to provide the necessary transcripts at his/her expense.
4. **Salary Schedule**: The salary schedule shall have the following characteristics:
 - a. Column A (BA+30) shall have eight (8) steps. Employees with less than a BA+30 or without a clear credential shall not progress beyond Column A Step 1.
 - b. Column B (BA+45) shall have 10 steps.
 - c. Column C (BA+60) shall have 15 steps.
 - d. Column D (BA +75) shall have 15 steps.
 - e. There shall be longevity steps at the 18th, 21st, 24th, 27th, 30th and 33rd years. Longevity is calculated by adding the bonus to the base (15th) year in each column.
Longevity increment at Step 18 = \$1,015
Longevity increment at Step 21 = \$1,691
Longevity increment at Step 24 = \$2,365
Longevity increment at Step 27 = \$3,043
Longevity increment at Step 30 = \$3,723
Longevity increment at Step 33 = \$4,403

B. Placement on the Salary Schedule

1. The Superintendent shall place unit members on the current Salary Schedule according to the provisions of this Article.
2. For original placement on the salary schedule, the units required above a Bachelors or Masters Degree must be units in upper division or graduate courses. Units earned prior to receipt of the Bachelors Degree may be used providing:
 - a. They have not been used to meet the requirements of the Bachelors degree.
 - b. The employee has been accepted in a graduate program of the accredited institution in which the units are earned.
 - c. The units in question are used to meet the requirements of the graduate program.
3. Employees with less than a BA+30 units or on an Emergency Permit, waiver, or Temporary County Permit, will be placed at Step One, Column One of the Salary Schedule and will remain there until requirements for advancement are met. At that time, appropriate step placement will occur.
4. Employees may receive credit for prior successful teaching in a public school district up to seven (7) years.
5. The District shall clearly stipulate in writing the step/class placement to which a teacher will be assigned when valid transcripts are provided.

C. Advancement of the Salary Schedule

1. Vertical Movement
 - a. All qualified unit employees shall advance one (1) step on the salary schedule for each year of service, except those whose placement is at the maximum step in their class or those whose contract is limited by special conditions.
 - b. Certificated full-time employees who, in a school year, are in paid status for a least seventy-five (75%) percent of the work days designated for the affected position, shall be deemed to have earned a year of experience credit.

c. An employee may not advance more than one (1) step per year.

2. Horizontal Movement

a. Course credit for salary placement and movement shall be given for any appropriate coursework.

b. An employee who desires to take courses for advancement credit must have such courses approved by the Superintendent prior to enrollment.

c. No credit shall be given for course work which, in the considered opinion of the Superintendent, is an approximate duplication of work already completed.

d. Employees requesting reclassification from one class to another must file such requests with the Superintendent no later than the last day of the school year prior to the year in which reclassification is to take place. Proof of enrollment must be turned in by August 15th. Supporting records or transcripts verifying course work undertaken which is to apply to such reclassification must be filed with the Superintendent no later than September 10 of the year in which the reclassification is to occur.

3. An employee may advance more than one class during any one year.

D. The District shall, upon individual request, provide each teacher by May 1st a statement of the number of units that the District has on file for him/her.

E. Special Assignment Salary Schedule

1. Time spent in the following areas will be at the request of the District and/or mandated by law. Areas already addressed in the contract, such as Back to School Night and Parent/Teacher conference Nights, are excluded from this provision:

- | | | |
|----|------------------------------------|--|
| a. | Home Teaching | \$32.00 per hour |
| b. | Kindergarten registration | \$32.00 per hour |
| c. | Clemmie Gill School of Science and | \$55.00 per night spent away from home |

Conservation (SCICON)

- d. Effective with the 1999/2000 school year, coaches will be paid only upon satisfactory completion of the requirements of First Aid and CPR.

Football Coaches	\$600.00 per season
Volleyball Coaches	\$600.00 per season
Soccer Coaches	\$600.00 per season
Track Coaches	\$135.00 per season
Basketball Coaches	\$600.00 per season
Baseball Coaches	\$600.00 per season
Softball Coaches	\$600.00 per season

- e. Band Auxiliary Advisor \$1,300.00 per year
- f. Cheer Leader Advisor \$800.00 per year
- g. Other activities directed \$32.00 per hour
by the Superintendent and approved by the Board.
- h. BTSA two thousand dollars (\$2,000) per year per participating teacher with \$4,000 maximum.
- i. A stipend of one thousand two hundred dollars (\$1,200.00) per year shall be paid for the Bilingual credential/certificate or B-CLAD.
- j. A stipend of seven hundred fifty dollars (\$750.00) per year shall be paid for following:
 - 1. Masters Degree (credit for one only)
 - 2. Specialists Credential (e.g., LH credential, Master Plan Certificate, Reading Specialist, Language Development Specialist Certificate or CLAD, Special Ed Credential [above Multiple Subject Credential] or Reading Recovery). Limit of three (3) per bargaining unit member.
- k. A stipend of one thousand dollars (\$1,000.00) per year shall be paid for teaching in a Combination Class.

2. Saturday School

- a. A list of unit members willing to teach Saturday School (all volunteers) shall be established at the beginning of each school year.
 - b. The person whose name is at the top of the list shall have priority to teach the upcoming Saturday School session. If that person is unavailable, the next person on the list will be asked, in rotation, until someone is found to take the class.
 - c. After teaching Saturday School, the unit member's name will be moved to the bottom of the rotational list, and he/she will not teach again until all others on the list have been given the opportunity to do so.
3. Time spent in activities listed above shall be at the request of the District. Hours shall be recorded on forms provided by the District, and submitted to the Superintendent when the service is completed.

F. Salary Schedules

Beginning with the 2012-2013 school year, the Salary Schedule will be increased by 2%, retroactive to July 1, 2012. The increase will be paid to all Bargaining Unit Members on the June 2013 paycheck.

G. Golden Handshake

The District may permit any member of the bargaining unit to retire after the age of fifty-five (55) and receive an additional two (2) years of service credit to be applied to his/her retirement allowance pursuant to applicable state law (Education Code Section §44929).

ARTICLE XIII: JOB VACANCIES

A. Vacancies

1. The Superintendent shall deliver to the Association and post in all school buildings a list of all vacancies and new positions which occur during the school year and for the following school year upon knowledge of the vacancies. The list shall contain the following:

- a. A closing date which is at least five (5) days following the posting date. A "day" shall mean any day the District office is open for business.
 - b. A job description.
 - c. Qualifications necessary to meet the requirements of the position.
2. No assignment to fill the vacancy or newly created position shall be made until the closing date.
 3. If a unit member already has a transfer application on file, it is not necessary to make a further application in order to be considered for any vacancies for which the unit member may have applied.
 4. First consideration for transfers shall be given to unit members who have applied for a vacancy or newly created position prior to the employment of an outside applicant
 5. The District shall, upon request of the unit member, deliver, in writing, the reasons for the unit member not receiving the vacancy or newly created position.

B. Reassignment

1. A reassignment is the movement of a unit member from one grade level to another.
2. Unit members with the greatest seniority who are determined to be qualified and competent by the Superintendent or his/her designee will be given priority when requesting a reassignment.
3. No voluntary reassignment will be denied arbitrarily, capriciously, or without basis of fact.

C. Involuntary Reassignment

1. A unit member shall not be involuntarily reassigned for disciplinary reasons.
2. The District will select unit members for involuntary reassignment based on educational need and the following criteria: (1) Special Skills, (2) Credential to perform the services, (3) Area of study emphasis, (4) Expertise, (5) Affirmative Action, (6) Special talents.

3. All things being equal as determined by the Administration, the unit member with the least amount of District seniority will be reassigned.
4. At the written request of the employee who is to be involuntarily reassigned, written reasons for the impending reassignment shall be given.
5. The employee shall receive written notice of an involuntary reassignment by May 1. Procedural exceptions may be made if an educational need arises after the May 1 deadline.
6. Teachers reassigned under authority of this paragraph shall receive first consideration for future voluntary reassignments.
7. A unit member reassigned on an involuntary basis during the student year will be given one (1) day release time to prepare for the new assignment. The District will provide assistance in moving materials, furniture, etc.

ARTICLE XIV: BENEFITS

- A. The District shall provide medical, dental, vision and prescription insurance coverage for employees and their dependents through Self-Insured Schools of California (SISC). Several plans have been made available and the Certificated employees will have a choice of those plans to choose from.
 1. Effective July 1, 2012 the maximum total District contribution for health and welfare benefits shall be \$11,500 per year, per employee. Employees will be reimbursed for the retroactive health and welfare benefit contribution no later than December 15, 2012.
 2. The District will make a Section 125 Flexible Benefit plan available to all Certificated employees who choose to participate, in accordance with the Internal Revenue Service rules and regulations.
- B. Retiree Benefits
 1. The District shall provide health and welfare premiums for coverage through the School Employees Trust/Tulare County Plan IV, for retirees who have twenty (20) or more years of service in the District and are at

least age sixty (60) at retirement, or who have thirty (30) or more years of service in the District and are at least fifty-five (55) at retirement.

2. Said payments will cease when the retiree turns sixty-five (65).
 3. The District contribution shall not exceed the District's premium cost in the year the employee retired.
 4. Retiree premium contributions shall be paid to the District by the retiree monthly, in advance.
- C. The Association and the District agree to establish an insurance committee made up of three (3) Association representatives appointed by the Association and three (3) District representatives. The task of the committee is to study the Health Insurance plans of the District and issue a report to the parties prior to May 1 of the current contract year.

ARTICLE XV: SUPPORT AGREEMENT

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association and District will support this Agreement for its term.

ARTICLE XVI: COMPLETION OF MEET AND NEGOTIATE

The Association agrees that it has had a full and unrestricted right to make, advance, and discuss all matters properly within the scope of meeting and negotiating according to state law. The above and foregoing Agreement constitutes the full and complete Agreement herein contained. The Association, for the term of this Agreement, specifically waives the right to demand or to petition for changes herein, or additions thereto, whether or not the subjects were known to either party at the time of execution hereof as proper subjects for meeting and negotiating.

ARTICLE XVII: ZIPPER CLAUSE

The Association and District agree that it has had a full and unrestricted right to make, advance and discuss all matters properly within the scope of meeting and negotiating, according to state law. The above and foregoing Agreement constitutes the full and

complete agreement of the parties, and there are no others, oral or written, except as herein contained.

ARTICLE XVIII: SAVINGS

If any provisions of this Agreement are held to be contrary to law by a Court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XIX: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law.

ARTICLE XX: UTILIZATION OF CLASSROOM AIDES

- A. Aides shall be assigned by the District in view of their abilities and compatibility with the teacher.
- B. The work of classroom aides shall be under the control and direction of the teacher, provided it is not inconsistent or in conflict with the direction and control of the administration.
- C. The unit member shall periodically discuss with the site administrator or his/her designee the performance of the classroom aide under his/her direction.

ARTICLE XXI: TEACHING CONDITIONS

- A. Substitute Teachers
 - 1. Whenever a bargaining unit member is absent, a substitute teacher (fully credentialed) will be hired by the District to assume the duties and responsibilities of the unit member.
 - 2. In the event no substitute teacher is available, the class(es) shall be covered by an administrator or other certificated non-bargaining unit

member.

B. Teacher Inservices

1. The District will establish teacher inservice hours by October 15 of each school year.
2. A teacher committee will be established to review and recommend all inservice programs to be offered during the year.
3. All teachers in the District will have input through a needs assessment as to the types of inservice education that are necessary and desired.

C. Should the District elect to participate in the staff development buy-back days (as per SB 1193), the District shall provide compensation in the amount of \$235.00 per day per teacher who attends the volunteer program. Should the guidelines of this program change during the term of this Agreement, the parties agree to comply with those regulations. There will be no repercussions for teachers who wish not to participate in this staff development.

ARTICLE XXII: WORK YEAR

The teacher contract year will be one hundred eighty-three (183) days.

ARTICLE XXIII:TERM AND REOPENERS

- A. This Agreement shall remain in full force and effect up to and including June 30, 2013, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15th of its request to modify, amend, or terminate the Agreement.
- B. This Agreement is executed on the ____ day of _____, in Woodville, California.

WOODVILLE TEACHERS ASSOCIATION

WOODVILLE UNION SCHOOL DISTRICT

APPENDIX A
2012-2013 SALARY SCHEDULE

WOODVILLE UNION SCHOOL DISTRICT
Certificated Salary Schedule
2012/2013 – Approved 2% Increase

	CLASS I BA + 30	CLASS II BA + 45	CLASS III BA + 60	CLASS IV BA + 75
1	45,705	47,205	48,760	50,372
2	46,906	48,448	50,048	51,710
3	48,139	49,729	51,378	53,090
4	49,411	51,050	52,747	54,511
5	50,721	52,408	54,158	55,974
6	52,070	53,809	55,611	57,480
7	53,459	55,249	57,106	59,031
8	54,892	56,736	58,648	60,631
9		58,263	60,234	62,278
10		59,840	61,870	63,975
11			63,553	65,721
12			65,287	67,521
13			67,074	69,373
14			68,915	71,284
15-17			70,810	73,250
18-20			71,892	74,333
21-23			72,613	75,054
24-26			73,332	75,772
27-29			74,054	76,495
30-32			74,779	77,220
33			75,504	77,945

1. Up to seven years teaching service credit is honored for salary schedule placement
2. \$750.00 Master's Degree Stipend
3. \$750.00 Doctoral Degree Stipend
4. \$750.00 for a CLAD or \$1,200.00 for a BCLAD Certification
5. \$750.00 for a Specialist Credential

CLASSIFICATION OF TEACHERS

- CLASS I: BA Degree + 30 Semester Units*
- CLASS II: BA Degree + 45 Semester Units*
- CLASS III: BA Degree + 60 Semester Units*
- CLASS IV: BA Degree + 75 Semester Units*
- *upper division/graduate level or approved college units

FRINGE BENEFITS

The Woodville Union School District offers its employees a comprehensive health and welfare benefits package, which includes major medical, prescription, dental, and vision coverage for the employee and their dependent(s). These plans are currently administered through Self-Insured Schools of California (SISC) in Bakersfield.