AGREEMENT BETWEEN

WHEATLAND UNION HIGH SCHOOL DISTRICT

AND

WHEATLAND HIGH EDUCATORS ASSOCIATION OF TEACHERS
(W.H.E.A.T.)

July 1, 2018 – June 30, 2021
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ARTICLE I

Agreement

A. The articles and provisions contained constitute a binding and bilateral agreement between the Governing Board of the Wheatland Union High School District (District) and the WHEAT/CTA/NEA (Association).

B. This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Governing Code.

ARTICLE II

Recognition

The District acknowledges that the Wheatland High Education Association of Teachers, hereinafter referred to as the Association, is the exclusive bargaining representative for all certificated employees of the District except those that are lawfully designated management, confidential, or supervisory.

ARTICLE III

Access

WHEAT has a right to access at reasonable times to areas in which employee’s work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities at reasonable times for the purpose of WHEAT business.

ARTICLE IV

Management Rights

A. It is understood and agreed that the District retains all of its authority to direct, management and control to the full extent of the law. The District has the exclusive right to the following: determine its organization; direct the work of its employees; determine the kinds and levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and education opportunities of students; determine the number of personnel required; maintain the efficiency of the District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations,
and take action in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

B. The exercise of the foregoing rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices, and the use of judgment and discretion shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and expressed terms are in conformance with the law.

ARTICLE V

Grievance Procedure

A. Definitions

1. **Grievance** is a claim by a teacher, group of teachers, or the ASSOCIATION, based on the alleged violation of this negotiated contract by the DISTRICT.

2. **Grievant** is one or more teachers making the claim.

3. **Party in Interest** is any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

4. **Immediate Supervisor** is the principal or supervisor having immediate jurisdiction over the employee filing the grievance and who has authority to resolve the grievance.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to claims that there have been violations or misinterpretations of a provision of the Agreement. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

2. Since it is important that grievances be processed as rapidly as possible, the time specified at each level should be considered to be maximums, and every effort should be made to expedite the process as soon as practical. The time limits may, however, be extended by mutual agreement. Time limits provided in Levels Two, Three, and Four shall begin the day following receipt by personal delivery or certified mail of written decisions by the parties in interest.
C. Procedure for Individual Grievance

1. **Level One – Informal Resolution**
   The grievant shall first discuss the grievance with his/her immediate supervisor within ten (10) working days of when he/she knew of the circumstances which form the basis for the grievance. Both parties shall seek to resolve the matter informally. Beginning with Level One, the grievant and the administrators shall have the right to be accompanied by a representative of their choice. If a grievant is not represented by the ASSOCIATION, the DISTRICT shall simultaneously provide a copy of the decisions beyond Level One to the ASSOCIATION President.

2. **Level Two – Formal Resolution**
   If the grievant is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within ten (10) working days after discussion of the grievance, he/she may file a written grievance with his/her immediate supervisor on a form provided by the DISTRICT. (See Appendix “D”) The grievant will submit a copy of the written grievance to the ASSOCIATION President.

   Within ten (10) working days after receipt of a written grievance, the immediate supervisor will meet with the grievant in an effort to resolve the grievance. The immediate supervisor shall submit his/her written decision to the grievant within ten (10) working days after the meeting.

3. **Level Three**
   If the grievant is not satisfied with the decision at Level Two or if no decision is rendered within ten (10) working days, the grievant may appeal the decision in writing (see Appendix “E”), to the Superintendent or designee within ten (10) working days. The Superintendent will meet with the grievant and/or his/her representative if requested by the grievant or the Superintendent before making a decision. The Superintendent shall provide a written decision, including the reason therefore, within ten (10) working days of the appeal. If a meeting is requested, the timeline shall be extended by five (5) working days.

4. **Level Four**
   If the grievant is not satisfied with the disposition of his/her grievance at Level Three or if no written decision has been rendered within the Level Three timelines, the ASSOCIATION may, request the services of a mediator. This request shall be made within forty-five (45) days of denial or the Level Three response deadline. The request shall be in writing and made to the State Mediation and Conciliation Service with simultaneous notice to the Superintendent/designee. Mediation shall occur on dates and times that are mutually agreed to by the parties.

5. **Level Five**
   If an acceptable mediated settlement is not reached between the parties at Level Four, the ASSOCIATION may, within ten (10) working days of when the parties
determined to discontinue mediation efforts and with notice to the Superintendent, submit the grievance to Arbitration.

The parties shall attempt to select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) working days of the Association’s notice to the Superintendent that it intends to submit the grievance to arbitration, submission of the grievance shall be made to the American Arbitration Association. In either event, the parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of AAA.

All costs for the services of the arbitrator, including but not limited to, per diem, expenses, his/her travel and subsistence expenses, the cost of the any hearing room, the cost of the court reporter if requested by the Arbitrator, will be borne equally by the DISTRICT and the ASSOCIATION. All other costs will be borne by the party incurring them.

The decision of the arbitrator shall be binding on both parties.

D. Procedure for Group/Association Grievance

If, in the judgment of the ASSOCIATION, a grievance affects a group or class of teachers, the ASSOCIATION may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Three. The ASSOCIATION may process such grievance even though there is no individual aggrieved person who wished to do so. (See sample grievance form under Appendix “E”).

E. Miscellaneous

1. Release time without loss of pay to attend a grievance meeting or hearing shall be provided to all grievant, grievance representatives and witnesses involved in the grievance. Any employee whose appearance is necessary in such investigations may be released. These activities will be held on school days, after school hours, or whenever possible. In the event a grievance is filed at such a time that it cannot be processed through all the steps in the grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein may be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as practicable. In the event a grievance is submitted fifteen (15) or fewer days before a vacation and a decision is not reached before said vacation, then the aggrieved person shall state his/her preference in writing, whether the grievance will be continued through vacation or delayed until after vacation.
2. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, will be provided by the Superintendent.

F. Authority

The Arbitrator shall have no power to add to, to subtract from, or to change any of the terms or provisions of the Agreement. Jurisdiction shall extend solely to claims of violations of specific written provisions of the Agreement and involve only the interpretation and application of the Agreement.

ARTICLE VI

Organizational Security

A. All certificated bargaining unit members can choose to join WHEAT/CTA/NEA at any time during the school year. The District payroll office will help facilitate dues deduction once in receipt of a member application.

B. Attendance at WHEAT meetings and voting rights are for WHEAT/CTA/NEA dues paying members only. Bargaining unit members who are not WHEAT/CTA/NEA dues paying members may only attend meetings where negotiations are being discussed, but they still do not have voting rights.

C. Any unit member who are not WHEAT/CTA/NEA dues paying members will still be represented through the grievance process as any paying member would be, but will pay any and all legal fees that may be incurred throughout the grievance process that would normally be covered through CTA/WHEAT membership.

ARTICLE VII

Payroll Deductions

A. The District will provide for the deduction from the pay unit members and pay to the Association the normal and regular membership dues or service charges as voluntarily authorized in writing on the proper District form.
B. The District will provide for the deduction from the pay of unit members and the proper distribution of monies voluntarily authorized in writing on the proper District form for the purpose of making remittance for annuities, credit union deposits and insurance premiums.

C. The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) workdays or more after submission.

ARTICLE VIII

Evaluation Procedures

A. Philosophy of Evaluation

It is the philosophy of the District that the principal purpose of evaluation should be to contribute to the professional growth and development of the employees of the District. It is understood that while the instruments of evaluation have the intent of being objective, the process of evaluation in itself is frequently a highly subjective process. Individuals involved in the implementation of the District’s evaluation program are exchanging perceptions and personal points of view, and hence, should approach their task with empathy and an understanding of the imperfection of any and all human endeavors. Evaluation procedures affected on these premises can, hopefully, be used successfully for the improvement of instruction and to encourage individual self-growth and development in the performance of assignments.

B. Purpose of Evaluation

The District’s evaluation procedures have the following purpose:

1. To comply with the requirements of state law.

2. To upgrade the quality of instructional services provided the students of the school district.

3. To identify and recognize outstanding professional performance of individual staff members.

4. To identify areas of weakness in the performance of district staff members so that proper procedures of assistance can be designed to help such personnel to become more effective and efficient in the performance of their assigned duties.

5. To identify conditions that exist in the district under which individuals serve that handicap the effectiveness of their deliverance of their instructional services.
C. Evaluation of employees will be conducted by the Superintendent, Principal and/or the Assistant Principal.

D. The District shall evaluate and assess employee competency as it reasonably relates to the following:

1. The progress of pupils toward the District’s standards of expected pupil achievement at each grade level in each area of study.

2. The instructional techniques and strategies used by the employee.

3. The employee’s adherence to curricular objectives.

4. The establishment and maintenance of a suitable learning environment within the scope of the employee’s responsibilities.

5. Additional evaluation and assessment guidelines or criteria related to an employee’s assignment, job description, adjunct duties or job responsibilities.

E. **Teacher Evaluation Process**

   Evaluations will be conducted on an ongoing basis and will occur at least once each school year for probationary employees and at least every other year for permanent employees. Unit members with permanent status who have been employed consistently (5 consecutive years or more) with the Wheatland Union High School District, are highly qualified, as defined in 20U.C.S. Sec. 7801 (ESEA), and whose previous evaluation rated the employee as meeting or exceeding standards, shall be evaluated every three (3) to five (5) years if the unit member and evaluator mutually consent to this schedule, and there are no other professional concerns. Should the evaluator withdraw consent, notice and identifiable cause shall be provided to the unit member in a timely manner.

F. When any permanent certificated employee has received an unsatisfactory evaluation, the District shall annually evaluate the employee until the employee achieves a positive evaluation or is separated from the District.

G. Each employee being evaluated will submit a statement to the Superintendent, Principal or Assistant Principal proposing goals and objectives for a unit of study, techniques for the assessment of pupil achievement, and instructional techniques and strategies to be used by the employee. These items shall be mutually agreed upon and shall be within the Board’s adopted goals and objectives for courses.

H. During an evaluation, one (1) or more classroom observations will occur, at least one of which will be announced and mutually agreed to in advance regarding time, period and course of study. Other procedures to be used in evaluation may include, but not limited to, review of student performance data, judgment of the evaluator, or mutually acceptable procedure.
I. An evaluation report, written by the evaluator, will be given to the evaluatee. This report will be reviewed in an evaluation conference within ten (10) workdays of the classroom observation.

J. In case of an unsatisfactory evaluation:

1. An employee shall, upon request, be entitled to at least one (1) additional observation and conference.

2. As appropriate, the evaluator shall take positive action to assist the employee in correcting cited deficiencies.

3. Such action shall include, as appropriate, specific recommendations for improvement, direct assistance in implementing such recommendations, and release time for the employee to implement and utilize the resources made available within budgetary limits.

K. No evaluation document will be placed in an employee’s file until it has been given to the evaluatee. Within ten (10) workdays of receipt of such a document, the evaluatee may submit a written response to be attached to the evaluation document.

ARTICLE IX

Safety

A. The parties recognize a mutual responsibility for the safety of employees while they are on and in District facilities.

B. Neither the District nor employees will knowingly violate the provisions of the California Occupational Health Standards Act (CAL-OSHA).

C. The employees are responsible for maintaining safe conditions in their work areas. Employees will report in writing any practice or condition which may be a threat to the safety of any person associated with the District to their immediate supervisor.

E. The District shall report, in writing, within 24 hours as to the disposition of the employee report.
ARTICLE X

Hours of Employment

A. Employees will report 30 minutes before their first assignment and will remain on campus until after their last assigned period with the exception of the first period teachers. First period teachers must arrive 5 minutes prior to the first bell. Effective June 30, 2016, teachers shall be required to be on campus thirty (30) minutes prior to the start of his/her first assignment.

1. Employee duties may continue beyond the workday for responsibilities such as in-service, faculty and department meetings, student, parent and administrative conferences, Back-to-School Night, Parent Conferences, and Commencement. As a means of compensation for “Parent Conferences”, teachers will be dismissed at the end of a minimum day immediately following each scheduled school wide parent conference.

2. Teachers will be required to participate in 15 hours of articulation meetings per year.

3. First period shall be assigned after consultation with the teachers. Unless deemed necessary by administration to achieve instructional minutes or complete a master schedule, assignment shall be made only by mutual consent.

4. A teacher assigned without mutual consent may make arrangements to complete his/her thirty (30) minute requirement through an alternative schedule.

B. Employees will have a 35-minute duty-free lunch period (school will end at 2:55 p.m.). The Principal and the Association President, however, may agree otherwise for the purposes of faculty meetings.

C. For their regular assignment, teachers/counselors will be assigned to no more than five (5) periods of instruction and will have one preparation period posted on the master schedule.

If offered by the District, employees may choose to accept an additional class period. Additional teaching opportunities shall be posted, and applications accepted from qualified employees for the opening. Selection of the teacher shall come from the application list. If a teacher has a five-period assignment, he/she will be required to remain on campus only six consecutive periods, except by mutual consent.

1. Teachers may occasionally be assigned up to 3 class coverages. The teacher will earn personal necessity leave that may be taken at their discretion under the general guidelines of Section XII. Teachers may use the earned time in period per period increments, and this shall not be charged to sick leave. Accumulated time is encouraged to be used within the year earned or must be used within the first
semester of the following year. If accumulated time is not taken, the teacher will be paid at the hourly rate of the base salary.

2. Because of the addition of an optional period to the schedule, some teachers will have completed their regular teaching day while others are still teaching. By mutual consent of the teacher and the administration, a teacher who has completed his/her workday could be hired as a one-period substitute. The rate of pay for this will be the hourly rate of the base salary.

D. Returning teachers will not be required to work more than 181 days during a school year. New teachers have one additional day (for a total of 182) for before school in-service.

E. Transfer Policy

1. A transfer is a change of assignment from one school site to another school site.

2. The District shall announce (post) a notice of a vacancy for five day to allow persons wishing to transfer to apply. All qualified applicants within the District will be interviewed by a panel chosen by the Principal/Superintendent.

3. If interviewed candidates are not suitable for the position, the administration shall inform them in writing of the reason(s) they are not appropriate for the position.

4. If applications are not received, or an applicant is not chosen from the initial interviews, notification of the vacancy will be posted outside the District for potential applicants.

5. Per Ed. Code Section 448465k, as long as Wheatland Community Day School remains an independent study school, no employee shall be transferred to that site without his or her consent.

6. Any teacher that works at both sites within a school day will be compensated at a rate of $50/semester for transportation costs.
ARTICLE XI

Class Size

A. Except as set forth below, the maximum class size will be 32. Notwithstanding, with mutual consent of the teacher and the administration, the class size may exceed the stated limits not to exceed 35 in any classroom including the teacher. When the class size maximum is exceeded the teacher will be compensated at $10.00 per student per day. Exceptions include the following:

1. Band 40
2. Choir 40
3. Leadership 40
4. Physical Education Classes 40
5. Physical Fitness 35
6. Biological 28
7. Physical Science 28
8. Floral/Ceramics 30
9. Welding/Woodshop 28

B. Compliance with contractual class size limits shall be determined by the last day of the third week of the first semester and the last day of the second week for the second semester.

ARTICLE XII

Leaves

A. Sick Leave

1. Employees are granted 10 days of paid sick leave per year to be used in case of personal illness, injury, or disability.

2. This leave will be credited on the first day of the employee contract year and may be used at any time during the year subject to the right of the District to deduct non-accrued sick leave payment if employment terminates prior to completing the accrual period.

3. Sick leave accumulates from year to year without limit.

4. When it becomes necessary for an employee to be absent for part of a day, deduction will be made as follows:
a. Less than three (3) periods – no deduction if the employee secures coverage from another employee.

b. Deduction will be period per period.

5. When an employee has used his/her annual sick leave entitlement, then the employee is entitled to an additional leave of up to five (5) school months (100 calendar days) according to the following terms:

a. The 100 calendar days reduced by sick leave accumulated from prior years and that which may be advanced.

b. The amount deducted from wages is the amount paid a substitute, or if none was hired, that which would have been paid.

6. Employees may be required to verify absence for illness or injury upon request by the District.

7. Employees may be required to submit a physician’s authorization to return to work upon request by the District.

8. The District may require that an employee be examined by a physician designated and compensated by the District to assist in determining the length of time during which the employee will be unable to perform assigned duties.

9. Employees will be provided a written statement of accrued sick leave each year, at the time when the employee’s contract is given.

10. When sick leave is exhausted, the employee will be advanced up to twenty (20) days of unearned leave upon request. If the employee terminates before this advanced sick leave is earned, the employee must reimburse the District for the unearned portion which has been used.

B. Industrial Accident or Illness

1. When an industrial accident or illness makes it necessary, an employee will be granted a paid leave which is separate from sick leave.

2. This leave will be for not more than sixty (60) working days and will not accumulate. The District may grant additional leave upon request of the employee.

3. This leave will commence on the first day of absence.

4. When this leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due for this same illness or injury.

5. Payment of wages lost during this leave shall not, when added to an award under workers’ compensation laws of the state, exceed the normal wage of the
employee. The employee will endorse to the District wage loss benefits received under Workers’ Compensation. The District will in return, issue appropriate warrants for wages.

6. The District may require that an employee be examined by a physician designated and compensated by the District to assist in determining the length of time during which the employee will be unable to perform assigned duties.

7. The employee will report all incidents of industrial accident, in writing, to the Principal or his designee within 24 hours of occurrence.

8. An industrial accident or illness as used in this section means any accident or illness for which claim is made to an accepted by the District’s Workers’ Compensation insurance carrier.

C. Bereavement Leave

1. Employees are entitled to three (3) days of paid leave of absence, or five (5) days if travel of more than 400 miles one (1) way is involved, because of a death of any member of his/her immediate family.

2. The immediate family is defined as the mother (step-mother), father (step-father), grandmother (step-grandmother), grandfather (step-grandfather), grandchild (step-grandchild), brother (step-brother), sister (step-sister) of the bargaining unit member; and the spouse, son (step-son), son-in-law (step-son-in-law), daughter (step-daughter), daughter-in-law (step-daughter-in-law), brother-in-law, or sister-in-law of the bargaining unit member; domestic partner, or any relative living in the immediate household of the bargaining unit member or anyone living in the immediate household of the employee, or anyone for whom the employee has legal responsibility for care.

3. This leave is not deducted from sick leave.

D. Judicial Leave

1. Employees will be granted paid leave when called for jury duty or to serve as a subpoenaed witness.

2. When required to take judicial leave, an employee will notify the District immediately upon receipt of notice by the court.

3. Written verification for judicial leave is required by the District.

4. Any reimbursement received for services rendered on this leave will be endorsed to the District.
E. **Miscellaneous Leave**

1. The Board recognizes that in certain instances an employee may desire extended leave for personal reasons and that the District could benefit from the granting of such a leave. Upon written request, the Board will consider and may grant such a leave.

2. The employee shall be entitled to return to the same job classification he/she held immediately prior to commencement of the leave, provided such job classification has not been eliminated.

3. During such leave, the employee’s benefits may be extended at the employee’s own expense.

F. **Maternity Leave**

The Board shall provide for leave of absence from duty for any employee who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and the recovery there from.

1. 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.

2. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and the recovery there from are temporary disabilities, and for job-related purposes, shall be treated as such under any health or temporary disability insurance or sick leave plan available with District employment.

3. All employment provisions of this Agreement shall be applied to disability due to pregnancy, miscarriage, childbirth and recovery there from on the same terms and conditions as other temporary disabilities.

G. **Child Rearing Leave**

1. Upon request, employees who are natural or adopting parents shall be granted an unpaid leave of absence for the purpose of rearing his/her infant.

2. The employee shall file a written notice with the District to take such leave at least four (4) weeks in advance of the date the leave may commence, unless an emergency situation occurs.

3. The District may, upon request, extend a child rearing leave.

4. According to the Family Medical Leave Act, the District is to pay the employee’s benefits for the first twelve (12) weeks of the leave. Beyond this time, the employee’s benefits will be extended at the employee’s expense.
H. Personal Necessity Leave

1. Employees are entitled to use up to seven (7) days a year for absence due to personal necessity. Such leave is charged to annual sick leave.

2. Notice of need to take personal necessity leave must be given a week in advance unless an emergency occurs.

3. Personal necessity leave may be taken for any of the following reasons:
   a. Serious illness of a member of the employee's immediate family (as defined under C. Bereavement Leave).
   b. Accident involving the employee's person or property or that of an employee's immediate family.
   c. Bereavement leave in excess of that provided in this agreement, or for the death of a member other than the employee's immediate family, or of a close friend.
   d. Such other reason as may be determined by the Principal.

4. Employees are entitled to use three (3) days of personal necessity leave for reasons of their discretion. Request must be put in writing at least one week in advance.

I. Sabbatical Leave

1. Purpose
   a. A sabbatical leave shall only be granted for the purpose of study or travel.
   b. Sabbatical leave for the purpose of travel will normally be given only if the proposed travel program incorporates a plan of study or research in an area to the applicant's related field of work.

2. Eligibility
   a. The total number of certificated staff on sabbatical leave at one (1) time shall not exceed two (2).
   b. To be eligible for sabbatical leave an individual employee shall have rendered at least seven (7) consecutive years of service to the District.

3. Criteria for Selection
   a. Priority in selection shall be given to length of service in the District and value of the leave to the pupils of the District. If the total number of eligible applicants exceed two (2), selection shall be made on the basis of
value of the leave to the pupils of the school. Seniority will be given second consideration in selection.

4. **Type of Leave**
   a. Leave may be granted for a semester, two (2) semesters, or for a period of time during a school year that a college or university is in session.

5. **Compensation and Benefits**
   a. Employees on a sabbatical leave shall be paid in the same manner as if the employee were teaching in the District, upon furnishing by the employee of a suitable bond indemnifying the governing Board of the District against loss in the event that the employee fails to render agreed upon period of service in the employ of the governing Board, following the return of the employee from the sabbatical leave.
   
b. The governing Board, in its discretion, may waive the furnishing of the bond and pay the employee on leave in the same manner as though a bond is furnished. After the bond is furnished by the employee or waived by the Board, the employee on leave for periods of a semester or less time will be paid full salary; for leaves of more than a semester, half-salary will be paid. The person on leave is entitled to benefits given to other employees.
   
c. The pay schedule will be the same for persons on leave as all other employees unless a difference schedule is mutually agreed upon. Credit will be granted for the period of time an employee is on a sabbatical leave for the purpose of advancement on the salary schedule.

6. **Recipients Obligations to the District Upon Return from Leave**
   a. Acceptance of sabbatical leave incurs a commitment to return to active duty in this District for twice the amount of time spent on approved sabbatical leave, unless rendered physically or mentally unable to do so.
   
b. Within forty-five (45) working days of the employee’s return he/she shall file a written report of the sabbatical leave with the Principal. This report shall provide evidence that the intent of the sabbatical leave plan was fulfilled.

7. **Assignment Conditions Upon Return**
   At the expiration of the sabbatical leave, the employee shall, unless the employee agrees otherwise, be reinstated in the position held at the time of the granting of said leave of absence to the extent feasible with due regard to the interest of the District and pupils.
8. **Failure of the Recipient to Return or Observe the Sabbatical Leave Plan**

Should it be determined by the Board that the intent of the sabbatical leave plan was not fulfilled or was only partially fulfilled, the Board shall take action to recover salary and benefits paid the employee to the extent the sabbatical leave was not fulfilled.

J. **Reduced Workload**

When a teacher who is employed full-time wishes to teach less than a full (5 period) assignment, the following procedures will be observed:

1. By March 1 the employee requests a leave of absence for the portion of the workload that is reduced. The specific nature (number of periods reduced) will be spelled out in the request. This leave will not extend beyond one school year. At the end of the school year for which the leave was granted, the teacher will automatically return to full-time status. Should the teacher wish to continue in a reduced work load status, a request should be submitted by March 1 as described above.

2. Salary and benefits will be granted at the rate of 20% of the individual's salary for each period taught per year. Sick leave will be accrued in an amount that is prorated to reflect the reduced contract work year.

3. Employees will receive credit for longevity increments and for service year advancement on the salary schedule only if the employee serves at least 75% of the time required for full-time (5 period) teaching assignment.

4. Preparation time is to be spent on campus at least in the same ratio as the reduced assignment is to a full-time (5 period) teaching assignment.

5. Teachers teaching less than full day (within reason) are expected to attend inservices, faculty meetings, parent conferences and other events required of full-time teachers. Should the specific circumstances of a leave consistently prohibit such attendance, this will be indicated in the leave request.

6. While such leave may be applied for an granted at any time prior to the opening of school, the teacher will enhance the likelihood of being granted such leave by applying prior to March 1 of the previous school year.

7. Once granted by the Board, such leaves may not be revoked by either the teacher or Board unless done by mutual consent.

8. Teachers participating in a reduced contract neither waive nor forfeit any seniority and/or tenure rights to which they are otherwise entitled.
K. **Gifting of Sick Days to Staff Member**

Certificated staff shall have the opportunity to donate sick days to any other certificated staff members who have exhausted all accrued sick leave. Annual donations of sick leave shall not exceed 10 days per calendar year per certificated staff member. All transfers of eligibility leave credit are irrevocable.

**ARTICLE XIII**

**Working Conditions**

A. The parties agree that physical exams will be required as provided by law.

B. If the employee is required to use a personal vehicle for travel, the district will reimburse the employee at a rate provided by Board Policy.

C. If an employee chooses to use a personal vehicle rather than District vehicle, reimbursement will be limited to use of a District credit card for necessary fuel.

**ARTICLE XIV**

**Discipline Other than Dismissal**

A. The following shall be the District’s Discipline Other Than Dismissal Authority:

1. The Principal may initiate discipline for just cause. Discipline may include suspension with pay or suspension without pay, for up to fifteen (15) workdays.

2. Prior to any such discipline being imposed, the Principal will discuss the proposed action and the reason for the action with the employee and take into account any response of the employee.

3. Within ten (10) workdays after the discipline has been imposed by the Principal through written notice to the employee containing the specific discipline imposed and charges, the employee may file a written appeal to the office of the Superintendent. If the employee fails to appeal within the 10-day period, he/she shall be deemed to have waived any appeal right, except for the right to grieve.

4. If the appeal is filed, it will be heard by the Board of Trustees. The Board may approve, reduce, or eliminate any suspensions with pay or suspensions without pay. The Board’s decision on the appeal shall be binding on the employee.

5. Those offenses for which discipline will be imposed include:
a. Conviction of a felony, or convictions of a misdemeanor involving moral turpitude. A plea or verdict of guilty on a conviction following a plea of no lo contender, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.

b. Abuse of leave or absence without leave.

c. Fraud in securing appointment.

d. Drunkenness while on duty.

e. Use of illegal substances.

f. Willful neglect of duties.

g. Willful disobedience of school laws or reasonable regulations.

h. Misuse of District property.

i. Use of tobacco products on school property.

6. Notice Prior to Discipline

The Principal shall provide written notice to the employee containing the following:

a. A statement of the type and extent of the discipline to be taken.

b. A statement of the causes and reasons for the disciplinary action. The reasons should be stated specifically and in detail.

c. Either a copy of any documents or other materials upon which the charges are based or specific reference to these items and where they are available for the employee’s review.

d. A statement inviting the employee to respond within a ten (10) day period regarding the discipline action either orally or in writing to the Superintendent.

e. A statement defining the appeal process.

7. Notice Required on Imposition of Discipline

In all cases involving disciplinary action, the Superintendent will provide a written order of the action with the Board of Trustees. A copy of this order will be served upon the employee, personally or by registered or certified mail.

8. Hearings

If an appeal is filed, the hearing shall be held at the earliest administratively convenient date, taking into consideration the established schedule of the Board
of Trustees and the availability of legal counsel and witnesses. The employee shall be entitled to appeal personally, produce evidence, and have counsel and a public hearing. The hearing may be held in closed or open session by choice of the employee. Only those members of the Board which are present at the hearing will decide the issue.

9. Maximum Period of Suspension

Any suspensions invoked under these rules against an employee shall not aggregate more than sixty (60) calendar days in any twelve (12) month period.

10. Process of Decision

The decision of the Board of Trustees shall be delivered to the employee who has appealed and shall be enforced forthwith. A copy of the decision shall be delivered to the employee personally or by registered or certified mail. The decision of the Board shall be final.

ARTICLE XV

Early Retirement

A. The District agrees to offer the addition of up to two (2) years of service credit to a certificated employee who qualifies under the provisions of the Education Code, Section 44929 (The Golden Handshake). Employees must meet the following conditions:

1. At least age 55.
2. Five (5) years of service in the District.
3. Eligible under STRS rules.
4. Submit a letter of intent prior to March 1 of the year preceding retirement.

B. In order for the service credit to be added, the District shall first determine that early retirement would be in the best interest of the District due to the curtailment of services or changes in the manner in which services are performed, and any of the following:

1. Early retirement of employees would result in a net savings to the District; or
2. The numbers of certificated employees would be reduced due to a declining enrollment; or
3. The District would be able to retain credentialed teachers and disciplines where there is a teacher shortage.
C. To be eligible for other benefits of the early retirement incentive program, the employee must:

1. Have the completed five (5) years of consecutive full-time service to the District prior to retirement. A sabbatical leave or a medical leave shall not be considered a break in full-time service.
2. Have reached the age of 55 or more at the time of retirement.

D. Other Retirement Considerations

1. The employee will receive substitute preference by a mutual consent at $25 above the existing substitute pay schedule.
2. The employee may continue coaching assignments if mutually agreeable with the District.
3. Retirement prior to age 55 – If the District adopts an enabling resolution allowing employees to retire after age 50 and with at least 30 years of credited service in the STRS, these same employees may qualify for the District’s Early Retirement Incentive Program.
4. Retired teachers performing services for the Wheatland Union High School District will be paid no more than the amount allowed by the STRS for services performed.

E. Other Retirement Options – Reduced Teaching Service

It shall be the policy of the district to permit certificated employees of the District to reduce their workload from full-time to part-time and have their retirement benefits based on full-time employment.

To qualify for this program, the employee shall have the following:

1. Ten (10) years of prior full-time service in the District.
2. Attained the age of 55 prior to the beginning of the school year or term in which the reduction in teaching service begins. It shall be the employee’s responsibility to initiate the request for reduced teaching service. Reduced teaching service must meet a minimum of one-half (1/2) of the number of days of service required by the employee’s contract of employment during his final year of service in a full-time position. Salary shall be pro-rated on the same scale as other part-time employees in Section SVI-H.

Reduced service may be on a daily schedule or full-time for at least one-half (1/2) year. Employee shall retain all other rights and benefits for which he/she or the District makes the payments, including for those as provided in Section 53201 of the Government Code, that would be required if he/she remained in full-time employment.
3. Part-time service is limited to a period not to exceed five (5) years, and no employee shall participate after attaining the age 65. Any employee in the program who reaches age 65 during the school year may continue his/her reduced service for the balance of that year. The employee and employer agree to submit contributions to STRS based on the compensation which would be earned for full-time employment. An employee may request termination of the agreement. Such request shall be made in writing to the District not later than November 15 or March 15 in any school year, and the District shall act on the request on or before January 15 or May 15. If consent is given, the employee shall be reassigned to the school of previous full-time employment, or if such assignment cannot be made, the employee shall be given priority consideration for any vacancy for which he/she is qualified.

All rights mandated by law and any additional benefits which may be granted by the District to its certificated employees shall be applicable to all employees on contract for reduced teaching service. District payments of premiums or other charges for employee’s health and welfare benefits shall not be pro-rated for an employee who is on a reduced service contract.

ARTICLE XVI

Salary

A. Salary Schedules

1. The salary schedule is attached as Appendix A and the salary schedule for extra duties is attached as Appendix B.

2. The daily rate of pay shall be determined by dividing the number of workdays (181) into the employee’s salary.

3. In-service days shall be paid at the employee’s daily rate, not to exceed the state funded maximum.

4. The hourly rate for full-time employees shall be determined by dividing the daily rate at Column IV, Step 3 by six hours. This rate is to be paid for duties required by the District and which are not ordinarily performed as part of one’s daily work assignment.

5. The Superintendent may offer compensation for special programs at the rate determined by funding limitations defined by the governing agency of the program. Participation in such programs is to be voluntary and made available to all qualified members of WHEAT.

6. The payroll period for regular duties is monthly beginning July 1.

7. Salary payments will be made on the last workday of each month.
8. Salary payments of extra duties will be paid according to Appendix B on the following dates: November 30, March 31, and June 30 payrolls.

9. If an employee chooses, the teacher may earn personal necessity leave (or comp time) in lieu of the hourly rate. Teachers may use the earned time in ½ day increments, and this shall not be charged to sick leave. Accumulated time is encouraged to be used within the first semester of the following school year. If accumulated time is not taken, the teacher will be paid at the employee’s hourly rate.

B. Initial Placement

1. Employees will be placed on the salary schedule according to their professional preparation and experience not to exceed column 6, step 6.

Employees hired on or after July 1, 2017, will be placed on the salary schedule not to exceed the 10th step, and the appropriate column based upon units.

2. Classification requirements are as follows:
   - Class III: Bachelor’s Degree + 30 including Secondary Credential
   - Class IV: Bachelor’s Degree + 45 including Secondary Credential
   - Class V: Bachelor’s Degree + 60 including Secondary Credential
   - Class VI: Bachelor’s Degree + 75 including Secondary Credential

C. Advancement

1. Advancement on the salary schedule shall be at the rate of one (1) step for each year of service provided, until the unit member reaches the highest pay step in the applicable class (i.e. column).

2. A year of service for advancement purposes is defined as active work at least 75% of the days school is in session.

3. Unit members who are eligible for reclassification from one class to another (i.e. column movement) will be placed on the vertical pay step for which they are eligible.

4. Column movement will occur based on verification of professional growth work completed.
   a. Official verification of completed professional growth work must be submitted to the WUHS District Office prior to October 31 of any given year to qualify for professional growth credit for salary schedule placement for that year. Official verification includes official transcripts, originals of official grade cards, or official/original verifications of completion.
b. The responsibility for submitting verification lies solely with the unit member. If official verification of completed professional growth work is not submitted to the WUHS District Office by October 31, the units will not be lost, but must be carried over to the next salary year.

D. Advanced Degree Recognition

Unit members who have been awarded a Master’s Degree shall receive an additional 4% of the base. Unit members who have been awarded a Doctorate will receive an additional 6% of the base.

E. Career Increments

After reaching year 31 on the salary schedule, unit members who have completed 3 years of service while on the last column will receive a career increment of 4% of their current pay, to be paid each year beginning the third year and every 3 years thereafter.

F. Unit Conversion

Quarter units are converted to semester units by multiplying the quarter units by two-thirds (2/3). If this multiplication results in a fraction that when added to the other semester units is within one-half (1/2) unit from the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number and the advancement will be allowed.

G. District Assistance

1. The needs of the District occasionally involve the need to request employees to assist with certain programs and activities.

2. Such assistance may require additional time outside the employee's workday.

3. When such a need for assistance is determined by the District, a request will be made. The positions must be posted for ten (10) days and interested and qualified employees must respond in writing.

4. If an employee agrees to assist, the compensation for such assistance will be at the hourly rate of pay as determined in Section XVI.A.4.

5. The District will notify the Association in writing of the employee selected.

H. Part-Time Compensation

Regular part-time employees who are members of the bargaining unit and who qualify for placement on the certificated salary schedule will be compensated on the basis of 20% of annual compensation for each class section to which they are assigned.
I. Seventh Period Instruction

The District will pay one-sixth (1/6) of a teacher’s salary if he/she is offered and accepts to teach an additional period per day during the school year.

J. Counseling Position

Full time counselors regular work year will be 191 days.

Effective June 30, 2018, the counselors work year will be two hundred (200) days, eight (8) hours per day. A Counselor salary schedule shall be created to reflect this increase.

K. Department Heads

Departments have been established as:

- Business
- English
- Foreign Language
- Fine Arts / Music / Yearbook
- Social Science
- Industrial Technology / Agriculture
- Mathematics
- Physical Education
- Science

The following schedule will apply:

- 1 - 12 Sections: .0120 of Column 5, Step 5 Salary Schedule
- 13 - 18 Sections: .0154 of Column 5, Step 5
- 19 – up: .0189 of Column 5, Step 5

L. Ag Teachers

All Ag teachers shall receive an additional 7.5% of their salary for extra duty activities. Any Ag teacher with 3 or more periods of Ag shall receive 15% of his/her salary for extra duty activities.

ARTICLE XVII

Fringe Benefits

A. Each unit member shall be entitled to receive medical, dental, and other insurance benefits in accordance with Attachment 1.

B. Each retired unit member shall be entitled to receive medical, dental, and other insurance benefits in accordance with Attachment 2.
ARTICLE XVIII

Savings Provisions

If any provisions of this Agreement are held contrary to law by a court of competent jurisdiction, such provisions will be held null and void except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XIX

Effect of Agreement

A. Completion of Agreement
The parties agree that they are not obligated to meet and negotiate on any subject, whether covered in the Agreement or not during its term unless mutually agreed upon.

B. Initial Term
This Agreement shall become effective upon ratification by both parties and shall remain in effect through and including June 30, 2018.

C. Annual Reopeners
For the 2019/2020 Contract Year the Parties agree to “Sunshine” by the August 2019 Board Meeting, come to the “Table” by September 6, 2019 and agree to open negotiations as set forth below. For the 2020/2021 year of this Agreement, either party may reopen negotiations as set forth below:

1. For 2019/2020
Either party may re-open on salary, stipends and benefits and up to two (2) additional articles.

2. For 2020/2021
Either party may re-open on salary, stipends and benefits and up to two (2) additional articles.

F. Full and Final Resolution
This shall fully and finally resolve all bargaining obligations related to bargaining through June 30, 2019.
APPENDIX A

WHEATLAND UNION HIGH SCHOOL DISTRICT

2018-19 Certificated Salary Schedule

Revised March 2018

Effective 7/01/17

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Master's Degree: 1,916.43
Doctorate: 2,874.65

Health Insurance benefit Maximum Contribution: 13,588.56 / Year
**APPENDIX B**

Wheatland Union High School District  
Counselor Salary Schedule - 8 Hours Per Day, 200 Work Days  
Effective July 1st, 2018

### Counselor Salary Schedule - 8 hrs/day 200 days

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</tr>
<tr>
<td>3</td>
<td>-</td>
<td>49.36</td>
<td>51.65</td>
<td>53.94</td>
</tr>
<tr>
<td>4</td>
<td>-</td>
<td>51.29</td>
<td>53.57</td>
<td>55.87</td>
</tr>
<tr>
<td>5</td>
<td>-</td>
<td>53.21</td>
<td>55.50</td>
<td>57.79</td>
</tr>
<tr>
<td>6</td>
<td>-</td>
<td>55.14</td>
<td>57.43</td>
<td>59.72</td>
</tr>
</tbody>
</table>

*Pupil Personnel Service (PPS) requires 48 graduate units in the State of California.

---

Health Insurance Benefit  
Maximum Contribution: $13,588.56

Master's: $1,916.43  
Doctorate: $2,874.65
## APPENDIX C
### Salary Schedule – Extra Duty

<table>
<thead>
<tr>
<th>Advisors / Coordinators</th>
<th>% of Base</th>
<th>Coaches</th>
<th>% of Base</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athletic Director</td>
<td>10%</td>
<td>Academic Decathlon</td>
<td>5%</td>
</tr>
<tr>
<td>AVID</td>
<td>10%</td>
<td>Baseball, Varsity</td>
<td>9%</td>
</tr>
<tr>
<td>Drama</td>
<td>5%</td>
<td>Baseball, J.V.</td>
<td>8%</td>
</tr>
<tr>
<td>Music Director</td>
<td>10%</td>
<td>Softball, Varsity</td>
<td>9%</td>
</tr>
<tr>
<td>Spirit Squad Advisor</td>
<td>9%</td>
<td>Softball, J.V.</td>
<td>8%</td>
</tr>
<tr>
<td>Student Activity Director</td>
<td>10%</td>
<td>Basketball, Varsity Boys</td>
<td>10%</td>
</tr>
<tr>
<td>Assistant Band Director</td>
<td>7%</td>
<td>Basketball, J.V. Boys</td>
<td>9%</td>
</tr>
<tr>
<td>Link Crew Leader</td>
<td>5%</td>
<td>Basketball, Frosh Boys</td>
<td>8%</td>
</tr>
<tr>
<td>Choir Accompanist</td>
<td>4%</td>
<td>Basketball, Varsity Girls</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Basketball, J.V. Girls</td>
<td>9%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Basketball, Frosh Girls</td>
<td>8%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cross Country, Head</td>
<td>7%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cross Country, Assistant</td>
<td>6%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Football, Lead</td>
<td>10%</td>
</tr>
<tr>
<td>Class Advisors</td>
<td></td>
<td>Football, Varsity Assistant</td>
<td>8%</td>
</tr>
<tr>
<td>Freshman/Sophomore</td>
<td></td>
<td>Football, Varsity Assistant</td>
<td>8%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Football, J.V. Head</td>
<td>8%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Football, J.V. Assistant</td>
<td>7%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Football, Frosh Head</td>
<td>7%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Football, Frosh Assistant</td>
<td>6%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Golf</td>
<td>7%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Soccer, Boys</td>
<td>8%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Soccer, Girls</td>
<td>8%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tennis, Boys</td>
<td>7%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tennis, Girls</td>
<td>7%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Track, Head</td>
<td>9%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Track, Assistant</td>
<td>8%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Track, Assistant</td>
<td>8%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Track, Assistant</td>
<td>8%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Volleyball, Varsity</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Volleyball, J.V.</td>
<td>9%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Volleyball, Frosh</td>
<td>8%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wrestling</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wrestling, J.V.</td>
<td>9%</td>
</tr>
</tbody>
</table>

Percentage is from Step 1 / Column III of the Certificated Salary Schedule. Due to budget constraints, all assistant and frosh positions are contingent upon an appropriate number of student participants and prior approval of administration. The coaching budget will not change during the school year without prior WUHSD Board approval.
APPENDIX D

WHEATLAND UNION HIGH SCHOOL
GRIEVANCE FORM - LEVEL II

NOTE: Before filing a formal written grievance, the grievant shall attempt to resolve the grievance in an informal conference with his/her immediate supervisor within ten (10) days after the grievant know or should reasonably have known of the alleged violation of the Collective Bargaining Agreement. Level II constitutes the first written filing of the grievance.

Date of Informal Conference: __________ Name of Supervisor Present at Informal:

1. List the specific Contract provision(s) including Article, paragraph and other relevant references alleged to have been violated:

2. The date, or date(s), on which the violation allegedly occurred:

3. Describe specifically how the contract articles/paragraphs listed in #1 above were violated:

4. Specifically, what remedy do you want?

5. Supervisor’s Level II Response:

Date Level I Submitted: ____________________________ Date Received: ____________________________

Grievant’s Signature: ____________________________ Received by: ____________________________

(Attach additional sheets if necessary)

Signature: ____________________________ Date: ____________________________
APPENDIX E

WHEATLAND UNION HIGH SCHOOL
GRIEVANCE FORM - LEVEL III

NOTE: Level III is an appeal from Level II. The Grievant has ten (10) working days from the decision or the exhaustion of the Level II timeline within which to file this appeal. A copy of all prior Level written grievance forms, and the responses, must be attached to this Appeal.

Reason(s) for Appeal:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Specific Remedy Sought:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Meeting Requested: ☐ Yes ☐ No

Date Submitted: __________ Date Received: __________

Grievant Signature: ___________________________ Received by: ___________________________

Supervisor's Level II Response: ______________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Signature ___________________________ Date ___________________________
ATTACHMENT 1

HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES

A. MEDICAL, DENTAL, AND VISION PLANS

1. Full-Time Bargaining Unit Members
A unit member who is employed 1.0 FTE shall receive a District contribution of $13,588.56 for insurance premiums.

2. Part-Time Bargaining Unit Members
A part-time unit member may participate in the District group medical, vision, and dental plans, subject to the following:

   a. The unit member must be employed to work at least 0.5 FTE.

   b. The unit member must properly enroll in an approved dental, vision, and medical plan.

   c. The District shall pay a pro-rated portion of the District’s required contribution for premiums. Entitlement shall be based on the ratio of the unit member’s contractual service to 1.0 FTE.

   d. Participation shall be subject to lawful rules of the insurance provider and payment of the remaining balance by the bargaining unit member through payroll deduction.

B. LIFE INSURANCE

1. A premium of $75.60 per year will be paid by the District towards a $50,000.00 life insurance policy will to all employees.

C. IRC SECTION 125 PLAN

The District shall maintain an IRC Section 125 Plan for the benefit of unit members.

D. COBRA

Pursuant to Federal Law (COBRA), a unit member who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate for up to eighteen (18) months.

   a. A unit member’s spouse, former spouse, or dependent child, may have a right to continued coverage for up to thirty-six (36) months.

   b. All such continued coverage is at the sole cost of the unit member or other qualified individual.

   c. COBRA specifically provides that continued coverage may be subject to carrier approval and restrictions.
ATTACHMENT 2

HEALTH AND WELFARE BENEFITS FOR RETIRED EMPLOYEES

1. ELIGIBILITY

a. To be eligible for this program, the employee must have completed twenty (20) years of service in the District. Years of service to the District must be consecutive immediately preceding date of retirement. During the last ten (10) years of service, the employee must have been employed for at least 0.5 FTE.

b. The employee must be fifty-five (55) years of age or more at the time of retirement.

c. The employee must have been covered by the District medical insurance for at least twelve (12) consecutive months prior to retirement.

2. BENEFIT

a. The District shall pay fifty percent (50%) of the "Required District Contribution for Premiums" for full-time active employees in effect at the time the employee retires. This amount shall continue to be paid until the unit member reaches age sixty-five (65).

b. The District's co-payment will be made only when the employee pays the balance of the premium cost.

c. The co-payment will terminate upon the:
   1. death of the employee; or
   2. failure of the employee to pay the balance of the premium cost; or
   3. the employee reaching age 65.

3. LIMITATIONS

This program will apply only to unit members who meet the eligibility requirements and who are currently working as of the date of ratification of this Agreement. Former unit members now retired or resigned are not eligible for the program.
Compensation for BTSA support providers will be provided at an annual rate of $2,500.00 per BTSA participant. Further, BTSA support providers will be granted two sub days for classroom observation per BTSA participant and BTSA participants will be granted two sub days each for BTSA related activities.
SIGNATURE PAGE

This is a binding Agreement between
WHEAT and Wheatland Union High School District

Superintendent’s Signature:  

Date:  

10/11/19

WHEAT President:  

Date:  

10/11/2019