

APPENDIX D

Amendments

AGREEMENT
BETWEEN THE
WASHINGTON UNIFIED SCHOOL DISTRICT
AND THE
WASHINGTON TEACHERS' ASSOCIATION (CTA/NEA)

This Agreement is made this _____ day of _____, 1995 by and between Washington Unified School District ("District") and the Washington Teachers' Association ("Association").

WHEREAS, the District has a potential need to utilize currently employed teachers at River City High School and Golden State Middle School to teach additional classes during either their Advisory Period or Preparation period; and

WHEREAS, the District and the Association wish to enter into an agreement for the 1995-96 school year whereby the District may assign currently employed teachers at River City High School and Golden State Middle School to voluntarily teach an additional class.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. The District shall have the right to assign teachers who indicate a willingness in writing to teach during either their advisory or preparation period to a class in addition to their normal assignment.
2. This provision may only be used to allow for low enrollment (less than 20 students) classes such as AP and electives, and may not be used to reduce class size in core classes.
3. The number of teachers the District shall have the right to assign to teach an additional class shall be limited to no more than two (2) per secondary school area as defined in Article 16 (16.3), or in year round education shall be limited to not more than four (4) per track unless a waiver is agreed upon by WTA and the Superintendent or designee.
4. In the event that there are more teachers who indicate a willingness in writing to teach an additional class than there are additional classes available, the District shall utilize the criteria enunciated in Article 5.4.5 of collective bargaining agreement to determine which teacher or teachers it shall assign.
5. Teachers assigned to teach a class during their advisory period or preparation period shall be compensated at the rate of thirty-two dollars and forty-four cents (\$32.44) per hour for each instructional day.
6. This Agreement shall be in effect for the 1995-96 school year only, subject to extension or renewal by a subsequent written agreement should the parties desire to do so.
7. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions of their Agreement. Any and all prior agreements, representations, negotiations and understandings made by the parties on the subject matter of this Agreement, oral and written, express or implied, are hereby superseded and merged herein.
8. This Agreement is entered into in, and shall be construed and interpreted in accordance with the laws of the State of California.

FOR THE DISTRICT

FOR THE ASSOCIATION

AGREEMENT
BETWEEN THE
WASHINGTON UNIFIED SCHOOL DISTRICT
AND THE
WASHINGTON TEACHERS' ASSOCIATION (CTA/NEA)

This Agreement is made this 1st day of March, 1995 by and between Washington Unified School District ("District") and the Washington Teachers' Association ("Association").

The Washington Teachers' Association, "WTA" and the Washington Unified School District, "District," agree, except as modified below, to continue their present master agreement.

Compensation

1. There shall be a one and one-half percent (1.5%) increase on the salary schedule effective July 1, 1994. There shall be an additional longevity step effective July 1, 1994.

2. There shall be a four hundred dollar (\$400) masters' stipend effective July 1, 1994 and a doctoral stipend of four hundred dollars (\$400) effective July 1, 1995. The degrees must be from a regionally accredited institution such as "WASC."

3. There will be an early retirement incentive program for the 1995 year wherein those employees electing to retire and participate in the Early Retirement Incentive Program must advise the District on or before August 1, 1995 of the employee's intent to retire. Those employees who advise the District in a timely fashion of the employee's intent to retire, and actually resign from the District and file for retirement with the STATE TEACHERS RETIREMENT SYSTEM prior to December 31, 1995, will receive \$7,500 during the 1995 calendar year and \$7,500 during the 1996 calendar year either placed in an annuity to generate lifetime earnings or in cash. The agreement will be drafted in such a way as to limit the taxable income (to the degree possible).

4. Additionally, the District agrees to provide an extra duty stipend of \$981 for the Athletic Director function at Golden State. It is intended that this money be paid to the unit member who performed these services during the 1994-95 school year. The District also agrees to provide a Drama extra duty stipend at Golden State of \$1772 (based upon a two-performance obligation). It is intended that this stipend be paid during the 1995-96 school year and offered to a qualified unit member who applies for and is selected for the position. Should no qualified unit member apply, the function can continue to be performed as in 1994-95 until, and unless, a qualified unit member is selected. The Activity Director at Golden State shall have an additional \$500 added to the extra duty stipend.

The librarian shall be entitled to a stipend for her leadership on the library-curriculum task force. All other task force chairpersons shall be entitled to the appropriate stipend as allocated in the current agreement.

5. For the 1995-96 school year, the salary schedule shall be modified by 2.21 %. This amount is agreed to in anticipation of a funded COLA increase to the Revenue Limit actually received from the State of California of 2.21% or greater. If the COLA is less than 2.21%, the District may, at its option, elect to reopen to negotiate an alternative amount prior to implementation of the increase. If the funded COLA increase to the Revenue Limit actually received from the State of California is greater than 2.21% the additional percentage will be applied to the salary schedule. For example if the COLA were 3%, then 3 % will be applied to the 1994-95 schedule rather than 2.21%.

6. In the event that there is an increase beyond the current contribution for health benefits, the District and the WTA agree to reopen to negotiate health benefits.

For the District
Date: March 1, 1995

For WTA