

ARTICLE 24: MISCELLANEOUS PROVISIONS

- 24.1 Any individual contract, offer of employment, or notice of employment between the Board and an individual unit member heretofore executed shall be subject to, and consistent with, the terms and conditions of this Agreement.
- 24.2 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.
- 24.3 A unit member's resignation shall remain revocable until such time as the District takes action on said resignation.
- 24.4 This Agreement shall supersede any rules, regulations, and/or practices of the Board which are contrary to, or inconsistent with, its terms and conditions.
- 24.5 In the event a new Agreement is not entered into by the District and the Association prior to the expiration of this Agreement, this Agreement shall remain in full force and effect until such time as a new Agreement is entered.
- 24.6 The District shall implement the provisions of Education Code Sections 44277-44279 according to rules and regulations established by the Commission on Teacher Credentialing.
- 24.7 Substitute Service
- 24.7.1 Current unit members who are not scheduled for service may serve as substitutes in the District.
- 24.7.2 Unit members who substitute during their off track period shall be paid the usual substitute rate for employees who have retired from the District.
- 24.7.3 All unit members interested in substitute service shall submit in writing, a notification to the District Office listing the dates they are available for substitute service.
- 24.8 An intern teacher shall be at a salary of \$35,000 until such time as they become fully credentialed. Intern experience will not be counted for movement on the salary schedule.
- 24.9 The mileage rate for use of personal vehicle will adjust accordingly to the rate recommended by the Internal Revenue Service.

ARTICLE 25: YRE

- 25.1 Air conditioning and heating shall be provided in all classrooms used in the YRE program.
- 25.1.1 Air conditioning and heating shall be provided in all Preschool classes on the YRE calendar.
- 25.2 If a unit member is required to change rooms between tracks, or if the room which the unit member has been using will be used while the unit member is off-track, the District shall provide locked storage for materials and equipment during the off-track period, and the District shall provide assistance in any needed relocation of materials.
- 25.3 If overcrowding requires that more than one (1) unit member be assigned to a classroom, roving shall be used unless the teachers who are assigned to share rooms decide otherwise.
- 25.3.1 Roving shall be defined as a system of room sharing whereby designated teachers and their students, "rovers" move to a new classroom each time the track changes, thus releasing the classroom to its original teacher and his/her students.
- 25.3.2 By July 1 of each school year, rovers shall be determined on a voluntary basis. If there are insufficient volunteers, then the person with the least District seniority shall rove with the exception of those with special facility or equipment needs, e.g., home economics, wood shop, etc.
- 25.3.2.1 Special consideration shall be given to avoid Kindergarten and combination classes from exchanging classrooms.
- 25.3.2.2 Unit members who have part-time classroom assignments may rove regardless of District seniority and shall be compensated according to the number of periods they rove.
- 25.3.3 Unit members serving as rovers shall receive a \$1,000 stipend. They shall be released from all bulletin board responsibilities. They shall not be assigned any club or program responsibilities. The person roving shall not involuntarily rove for more than two (2) years in a row. If, after two years, the rover is still the least senior member, then the next least senior member shall rove.
- 25.3.4 If unit members choose to use a system of rotation where four (4) teachers decide to share three (3) rooms, then the stipend of \$1,000 will be divided evenly between those who are rotating.
- 25.4 All teachers shall have equal access to supplies, materials, and books.
- 25.5 District Year-Round Education Committee
- 25.5.1 A District Year Round advisory committee will be established to address traditional issues and provide input regarding change from traditional to YRE.
- 25.5.2 A committee consisting of five (5) parents, five (5) teachers, three (3) classified staff members, three (3) administrators, and three (3) secondary students shall comprise the District Year Round Education Committee. The committee shall address transitional issues and provide input regarding changes from traditional to year-round education.

Year-Round Archived Language

Language from the 2003-2006 contract between Washington Unified School District and Washington Teachers' Association regarding year-round education has been placed at the end of Article 25 YRE as of February 23, 2006, until further need by mutual agreement between the two parties.

- 5.1.1 A track shall be defined as a specific period of instruction for both students and teachers.
- 5.1.2 Single track YRE shall be defined as an alternative calendar, which utilizes only one track with all teachers and students on site at the same time.
- 5.1.3 Off-track shall be defined as non-school/duty time for students and teachers.
- 5.1.4 A transfer shall be defined as a change within position classification from one school or administrative unit to another or from a traditional calendar to a YRE calendar or from a YRE calendar to a traditional calendar
- 5.1.6 A reassignment shall be defined as a change in position classification within a school or administrative unit including a change from one YRE track to another YRE track in that unit.
- 5.2.2 ...or those wishing to transfer out of YRE will be given priority to District openings if they qualify with there being no difference in priority between program elimination and YRE transfers.
- 5.2.4 YRE Vacancies
 - 5.2.4.1 When a vacancy occurs in a YRE school, unit members at that site shall have priority to that vacancy. The criteria contained in 5.3.3 shall be the criteria for such reassignment.
 - 5.2.4.2 When the vacancy for a YRE position is posted, a notice shall be distributed among the teachers at that site seeking volunteers for that vacancy.
 - 5.2.4.3 If no on-site unit member volunteers within 5 days of the notice, then Section 5.2.6 shall prevail.
- 5.2.5 Regular Procedure
 - 5.2.5.3 ... The obligation to post shall depend upon the calendar and track of the vacancy.
- 5.2.7 Notices of vacancies...
 - 5.2.7.1 During summer vacation and off track, notices of vacancies will be mailed to each member of the bargaining unit who has requested such notification.
- 5.3.6 Unit members who have voluntarily changed tracks during the school year and would be subject to loss of annual workdays shall be provided an opportunity to substitute teach sufficient days to fulfill the annual contractual obligation and thereby receive a full year of service for retirement purposes, if such days exist before the end of the fiscal year. If a change of tracks results in a longer school year than the annual contractual obligation, the

unit member shall be paid per diem for all days worked over the normal contract year.

- 5.4.6 Should it become necessary to transfer a teacher to a different track, the District will first ask for volunteers to change tracks. Unit members involuntarily transferred from one track to another shall be paid in full according to the original anticipated annual wage, even if less days are served due to the move. If there are available days to meet the work year contract, however, the unit member shall substitute for those additional days. If the involuntary transfer results in more days of service due to the need to serve on a new track, the teacher shall be paid his/her regular per diem rate for those additional days.
- 5.4.7 If a unit member has been involuntarily transferred from one track to another, the unit member may request a transfer to another school or track, and shall be given first consideration for the transfer request.

5.5 YRE Track Assignment

- 5.5.1 Site administrators will meet with the staff to discuss teacher preferences prior to the development of the master schedule.
- 5.5.2 Teachers on site shall meet by grade level/subject areas and attempt to reach agreement on initial track assignment; combination class teachers can choose which grade/subject area with which to meet if there will be opening(s) at both grade levels/subject areas.
 - 5.5.2.1 If unanimous agreement is reached, the unit members' track selections shall stand.
 - 5.5.2.2 If unanimous agreement cannot be reached by the unit members, or the track schedule requirements have not been met, the initial track assignments shall be made by the site administrator based upon the criteria set forth in 5.4.5 of the current contract agreement.

5.6 Miscellaneous

- 5.6.2 The District shall assign the K-8 children of the unit member who attend school in the District to any track the unit member chooses if the District provides such calendars for the grade level (s) and/or program needs of the children.
- 5.6.3 If both spouses are working at a YRE school site, they shall be given first consideration for placement on the same track, if desired

11.15. Exchange Days

- 11.15.1 On-track and off-track unit members assigned to the same building may voluntarily exchange days without loss of pay, benefits, or sick leave, subject to the restrictions below.
- 11.15.2 The school administrator must be notified of exchange days at least one (1) week prior to the exchange.

- 11.15.3 Exchange days may not occur during the following periods without advanced written approval of the school site administrator:
 - 11.15.3.1 Teacher-Parent Conference periods.
 - 11.15.3.2 The last two (2) days of any grading period.
 - 11.15.3.3 Staff Development days.
 - 11.15.3.4 The first week of each track, and the final week of school.
 - 11.15.3.5 The days of Open House and Back-to-School Night.
- 11.15.4 The unit member shall have the responsibility for arranging the exchange with other unit members.
- 11.15.5 Payback of the exchange is the responsibility of the unit members, and the District shall not be involved in either the monitoring or the enforcement of the payback.