



WESTSIDE UNION SCHOOL DISTRICT  
41914 50<sup>th</sup> Street West  
Quartz Hill, California 93536

WESTSIDE UNION SCHOOL DISTRICT

AND

CERTIFICATED  
EMPLOYEE  
EXCLUSIVE  
REPRESENTATIVE  
AGREEMENT

WESTSIDE UNION TEACHERS ASSOCIATION

WITNESSETH:

This is an Agreement made and entered into this 21<sup>st</sup> day of May 2024, between the Westside Union School District (hereafter "District") and the Westside Union Teachers Association, an affiliate of California Teachers Association/National Education Association, (hereafter "Association").

School Years

2023-24

Board Approved – November 15, 2022

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**ARTICLE 1: RECOGNITION**

1.0 Recognition

The District recognizes the Association as the exclusive representative of all certificated employees of the District excluding all day to day substitutes (a day to day substitute is one who teaches less than 20 consecutive days in the same assignment or less than 30 cumulative days in a year); all management employees within the meaning of Government Code Section 3540.1(g) including Superintendent, Assistant Superintendent-Business Services, Assistant Superintendent-Educational Services, Director of Special Education, Principals, Assistant Principals, District Psychologists, Counselors, Health Services Coordinator and all confidential employees as defined in Government Code Section 3540.1(c)

**ARTICLE 2: EMPLOYER RIGHTS**

2.0 Power and Authority

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number of kinds of personnel required; maintain the efficiency of District operations; establish budget procedures and determine budgetary allocations; determine the curriculum, build, move or modify facilities; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. An "emergency" shall mean an act of God, or a natural disaster, or other calamity or riot, or threat of riot affecting the School District. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

2.1 Limitations

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

**ARTICLE 3: EMPLOYEE ASSOCIATION RIGHTS**

3.0 Employee Association and Employer Rights

The District and the Association recognize the right of the employees to form, join and participate in lawful activities of the employee organization and the equal alternative rights of employees to refuse to form, join and participate in employee organization activities. Therefore, each party agrees that neither will impose or threaten to impose reprisals, to discriminate or threaten to discriminate, or otherwise interfere with, restrain or coerce the employees of the District from exercising this right.

3.1 Meet and Negotiate

The parties agree to meet and negotiate in good faith and to participate in good faith in impasse procedures in an effort to reach an agreement on areas of disagreement. The parties recognize their duty to begin and meet and negotiations process in time prior to the adoption of the final District budget in order for there to be sufficient time to reach agreement or resolution impasse.

3.2 Right of Access

The District and the Association agree that the Association shall have the right of access to District employees at reasonable times. Reasonable times shall mean rest, meal periods and periods during which an employee is present at the school site, but not expected to perform services for the District. The Association agrees that any representative of the Association prior to entering a school site shall notify the school site office and provide appropriate credentials for identity purposes. The Association further agrees that the Association representative in exercising the right of access to employees shall not disturb, disrupt or otherwise interfere with the work of any employee of the District.

3.3 Use of District Facilities

The parties agree that Association representatives would have the right to use District facilities to conduct meetings with District employees when such facilities are not required by the District. The Association representatives shall request the use of District facilities from the site administrator sufficiently in advance so as not to disrupt the efficient operation of the District.

3.4 Use of Bulletin Boards

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one (1) of which shall be provided in each school building in areas frequented by members. The Association may use the District mail service, fax, email, phones and teacher mailboxes for communications to members. Any long distance phone charges incurred by Association members, as a result of Association business outside of the district, shall be the responsibility of the Association. All materials posted or distributed by these means shall be dated and signed by the originator.

3.5 Availability of Documents

The District agrees to provide the Association with a single copy of all document(s) relevant and material to the meet and negotiation process. If a copy of a transcript of any grievance or unfair practice hearing is requested by a party to the proceedings, the other party shall have the right to secure a copy of the transcript upon request with appropriate reproduction costs to be borne by the requesting party. The District agrees to provide multiple copies of requested materials as described herein within a reasonable time if the Association agrees to defray the cost of the preparation of multiple copies.

3.6 Distribution of Copies

Within thirty (30) days of final ratification of this Agreement, the District shall submit copies of the revised pages of the contract to the Association for distribution to unit members in the District. During the years that the entire contract is negotiated, the District shall submit copies of the entire contract to the Association for distribution to all unit members in the District.

3.7 Released Time for Negotiations

Members of the negotiations team, when released for negotiations during their duty day, shall receive their regular compensation.

3.8 Association Meetings

Members of the Westside Union Teachers Association Executive Board shall be excused from District meetings/activities conducted on the first Wednesday afternoon of each month.

The third Wednesday of each month shall be reserved for Association General Meetings and the District agrees to not schedule any required teacher meeting/activities on these days.

3.9 Released Time for Association Business

Released time for Association Business shall be provided to Association members for a total of twenty-five (25) days per school year. Not more than ten (10) days shall be provided for any one representative. Requests for released time for Association Business must be filed with the Superintendent's Office two days in advance of the intended day of release. The Association shall reimburse the District for Substitute teacher costs.

3.10 New Employee Orientation

3.10.1 "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or other employment-related matters.

3.10.2 The District shall provide the Association access to its new employee orientation(s).

3.10.3 If an orientation is scheduled with new bargaining unit members hired after the start of the school year, the Association shall be provided advance notice of the meeting time, date, and location.

3.11.5 If the Association President or designee is unable to attend the orientation/onboarding meeting, the District shall provide the newly hired bargaining unit member with the Association's Welcome Packet. The Association shall provide the Welcome Packet to the District. All resources and costs for the Welcome Packet shall be incurred by the Association. If the District anticipates not having enough Welcome Packets, the District shall notice the Association President or designee.

3.11 Employee Information

3.11.1 "Newly hired employee" or "new hire" means an employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation.

## ARTICLE 3: EMPLOYEE ASSOCIATION RIGHTS

3.11.2 Within thirty (30) days of hire or by the first pay period of the month following hire, the District shall provide the Association with contact information on the new hires. This contact information shall include the new hire's full name; personal cell phone numbers;-home address; school site; date of hire; seniority date; full time equivalent (FTE) status; employment status (i.e. Probationary, Permanent, Temporary, etc.); and type of credential (i.e. Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit "PIP", College Internship, etc.). This information will be provided to the Association regardless of whether the newly hired employee was previously employed by the District.

3.11.3 Periodic Update of Contact Information: The District shall provide the Association with a list of all WUTA/CTA bargaining unit members' names and contact information, as specified in Section 3.12.2 above, on the last working day of September, January, and May. This information will be provided in a digital format agreeable to the Association.

### 3.12 Association Time at Faculty Meetings

To promote harmonious public employment relations, the Association shall be entitled to a minimum of ten (10) uninterrupted minutes at the end of each faculty meeting at each school site to communicate with bargaining unit members. This Association time shall be for bargaining unit members only. District and/or school site administration shall not be present during Association time



**ARTICLE 4: EMPLOYEE BENEFITS**

4.1 Employee Benefits

The District shall provide negotiated insurance benefits as specified within the master insurance contract between the District and the respective insurance carriers. The Master Contract for each insurance plan is filed in the District Office and is available for inspection.

A summary of these benefits, as provided by the respective insurance carriers involved, shall be given to all new employees upon employment; all employees, if a change in benefit occurs; or to an employee upon request.

4.1.1 Eligibility

4.1.1.1 Full-time Employees

A full-time certificated employee shall have a district financial contribution, which fully funds the established benefit package for the 2003-2004 School Year. No full-time employee shall have any out-of-pocket contribution for health and welfare benefit premiums for the 2003-2004 school year.

4.1.1.2 Part-time Employees

Employees serving less than full-time, but at least half-time, shall have their District contribution prorated based on time worked. The employees desiring coverage shall be required to complete a Payroll Deduction Form for the difference between the District contribution and the total premium cost.

4.1.2 District Contribution

4.1.2.1 Beginning October 1, 2024, the District's maximum dollar contribution for the health and welfare benefits shall be \$1459.71 per month/\$17,516.56 annually per full-time employee. (prorated for part-time employees as specified in Section 4.1.1.2, above) toward any health insurance plans offered pursuant to this Article. The benefit coverage will be provided through California Valued Trust as listed in paragraph 4.1.2.2. The parties agree to commence negotiations on the employment benefit package by June 1 of each year.

The parties agree that the employee benefits and salary will be negotiated as a total economic package and additional cost for health and welfare coverage will be the first economic issue to be resolved, as part of the total economic package that year.

4.1.2.2 The District shall offer as many Health and Welfare Benefit plan options as requested by WUTA, and offered by CVT, including the following plan:

- A. Blue Cross Prudent Buyer  
Health Plan - CVT Program  
Plan 1  
OR
- B. Kaiser Health Plan  
AND
- C. Delta Dental Plan  
AND
- D. California Vision Plan
- E. Life Insurance of \$10,000 per employee
- F. Employee Assistance Plan

4.1.3 Medicare Supplement

The Westside Union School District will participate in the California State Employers Medicare Program. The District agrees to pay the customary employers contribution of 50% of the monthly premium or .0145%. The certificated employees will be expected to pay the customary employees deduction of 50% of the monthly premium or .0145%. Participation is on a voluntary basis for employees hired on or before December 1, 1992.

4.1.4 Disability Health and Welfare Insurance

Unit members who must take a disability retirement due to serious injury and/or prolonged debilitating illness shall be eligible for full health/dental/vision insurance coverage in accordance with the established Early Retirement Article (Article XVIII).

**ARTICLE 5: DUTY HOURS**

5.1 Classroom teachers must be on duty fifteen (15) minutes before the class session and remain on duty for a reasonable length of time after the close of the student regular school day, which will include all staff being required to supervise dismissal for fifteen (15) minutes following the end of the student day. Every teacher may be required to do after school duty but it will be determined at the site.

The parties agree that after school supervision does not count as a “meeting” per Article 5.3.

The parties agree that staff meetings will begin 15 minutes after the end of the student day.

5.2 The professional day shall include a duty-free lunch period of at least forty-five (45) minutes. If a teacher’s lunch is reduced to the minimum allowance of thirty (30) minutes due to unforeseen circumstances (e.g. inclement weather) the teacher may submit a timesheet and receive payment for the fifteen (15) minutes of lost lunch that will be paid at the negotiated hourly rate.

5.3 Additionally, employees may be required to render additional hours associated with the duties directly related to their assignment. Such duties may include, but not be limited to, attending faculty, departmental and grade level meetings; serving on committees providing advice and service to the District; participating in approved professional activities relating to the teaching assignment; participating in approved staff development programs; and assuming responsibility for the proper use and control of District property, materials, supplies and equipment. Every effort will be made to limit Probationary teachers from serving on committees.

#### Teachers Assigned to Elementary and Middle School

Teachers that are assigned to multiple sites which include an elementary and middle school assignment will have their prep time determined by the following criteria:

- If the majority of the course assignments are in the middle school setting, the employee will receive the middle school preparation time.
- If the majority of the course assignments are in the elementary setting, the employee will receive elementary preparation time per week as scheduled by the site.

To be considered a “majority” for middle school, a teacher would be required to have three (3) middle school courses included in their assignment.

The required schedule of after school meetings or activities for teachers shall be limited to two (2) afternoons per week not to exceed three (3) hours per week. Every effort will be made to limit meetings to one (1) hour in duration. All other meetings or activities are understood to be voluntary. At each site, teachers, along with the site administrator(s), will meet and decide each of the site’s extra duties and activities.

The schedule of evening school meetings or activities for teachers shall be no more than 2 (two) per school year. The staff at each site will determine the evening meetings or activities that will be required during each school year. Activities normally covered by a stipend shall not apply to the limit.

5.4 Part-time employees shall render service as described herein in proportion that part-time service bears to full-time service.

## ARTICLE 5: DUTY HOURS

5.5 The professional work day shall be structured, directed or modified by the immediate supervisor in conformity with the employee's job description in order to meet the District's educational goals and objectives, and to function in an organized and efficient manner. However, the immediate supervisor shall in no way utilize this provision to negate provisions of this Article.

### 5.6 Planning/Preparation Period

That portion of the regular work day of unit members designated as a preparation period shall be utilized by each unit member in a manner as to enable further development and refinement of the teaching process. The District and the Association agree that preparation time is a duty period.

5.6.1 The following conditions regulate the manner in which certificated staff must use the preparation period:

5.6.1.1 The preparation period must be spent on the school site unless excused by the site administrator to attend to district business elsewhere.

5.6.1.2 The District and the Association agree that the building principal make every reasonable effort to limit the assignment of subject preparations in grades six, seven and eight when taught in a middle or junior high school setting, to two (2) academic discipline areas of the curriculum.

5.6.1.3 The preparation period may be used for conferences with parents, the principal and/or other staff members.

5.6.2 The District and the Association agree that the building principal will make every reasonable effort to limit the assignment of subject preparations in grades six, seven and eight when taught in a middle or junior high school setting to two (2) academic discipline areas of the curriculum.

### 5.6.3 UPK through Eighth Grade Lesson Preparation Time in an Elementary Setting

UPK through Eighth grade teachers in an elementary setting:

- a. The District will provide 90 minutes of preparation time per week as scheduled at the school site. Any minimum days or holidays shall be covered by the district in this schedule per details below
  - If said teacher would like the missed preparation time made up, that teacher will notify the site administrator via email, within five (5) work days of the missed preparation time.
  - Upon proper notification by that teacher, the site administrator will make every effort to provide the make-up preparation time as quickly as possible.
  - This will only apply to preparation time that is scheduled between the first and last weeks of the school year and will not include the first or last week of the school year.
  - Preparation time will not be made up during any breaks/holidays where teachers do not work any day in that week.
- b. The District will assume all liability for student supervision during preparation time.

5.6.3.1 This preparation time shall be conducted in accordance with Section 5.6.1 of the existing contract.

5.7 Morning duty shall be covered by Playground Supervisors.

5.8 As provided by provisions of SB 813 enacted during the school year 1983-84, no California Public School may reduce the daily yearly time schedule of instruction that currently exists (1983-84 School Year).

5.9 TK-Kindergarten Classes

285 instructional minutes plus 20-minutes recess in the a.m. (to be covered by Playground Supervisors per Article 5.7 of this Agreement) plus 10 minutes in the p.m.

5.10 Grades 1-3 Classes

285 instructional minutes plus 20 minutes recess in the a.m. (to be covered by Playground Supervisors per Article 5.7 of this Agreement) plus 10 minutes in the p.m.

5.11 Grades 4-5 Classes

305 instructional minutes plus 20 minutes recess in the a.m. (to be covered by Playground Supervisors per Article 5.7 of this Agreement).

Teachers of kindergarten through fifth grade may modify lunch and recess times (within state mandates) with a 2/3 vote of the respective staff at each site and the respective site administrator.

5.12 Grades 6, 7, 8 Classes and Alternative Education

5.12.1 305 instructional minutes to include passing time as allowable in the Education Code, to be determined by the staff at each site.

5.12.2 Other time allocations:

5.12.2.1 Every unit member assigned to teach at the Middle or Jr. High School shall have the equivalent of ten, 45 minute preparatory periods averaged over ten (10) consecutive days.

5.12.2.2 Teacher lunch periods shall be 45 minutes in duration.

5.13 Alternative Kindergarten Program

The District will implement the following Kindergarten program beginning in the 2004-2005 school year. The program will be re-evaluated each year with the association.

5.13.1. Kindergarten classes will consist of 210 instructional minutes inclusive of recess provided by the District.

5.13.2. Classes will run consecutively, no overlap time

5.13.3. Teachers assigned to two sections of Kindergarten of 210 minutes of instruction time each, will receive an annual stipend of 26% of their salary based on step and column placement on the salary schedule.

5.13.3.1 Teachers assigned to two sections of Kindergarten shall not be required to render to additional hours associated with extra duties per Article 5.3.

## ARTICLE 5: DUTY HOURS

- 5.13.4 Teachers who teach one section of Kindergarten of 210 minutes of instruction time each, will be compensated 100% of their placement on the salary schedule.
- 5.13.4.1 Teachers assigned to one section of Kindergarten will be assigned other instructional duties for 90 minutes a day. Assignments will be made by the site administrators from a list of duties jointly prepared by WUTA and the District. (Appendices)
  - 5.13.4.2 Teachers assigned to one section of Kindergarten will be assigned up to 32 students in the CSR Option 2 configuration if increasing enrollment makes it necessary after the opening of school.
  - 5.13.4.3 Teachers assigned to two sections of Kindergarten will have the option of transferring to a vacant CSR Option 2 classroom for the remainder of the school year. The transfer will be granted based on district seniority.
    - 5.13.4.3.1 A teacher on temporary assignment will be hired to replace the transferred teacher for the remainder of the school year.
    - 5.13.4.3.2 The transferred teacher will have the option of returning to his/her previous assignment or requesting a transfer to a different assignment for the subsequent school year.
- 5.13.5 Selection of teachers to teach two sections of Kindergarten per day will be based on district seniority at each school site.
- 5.13.6 Displaced Kindergarten teachers will be placed into vacant assignments based on district seniority.

**ARTICLE 6: WORK YEAR**

6.0 Employees covered by this Agreement shall serve as follows:

6.0.1 School Year

One hundred eighty (180) instructional service days; one (1) new teacher staff orientation day; 2 days prior to the opening of school. A total of one hundred eighty-seven (187) days for new staff and one hundred eighty-six (186) days for returning staff.

6.1 In no event shall employees, covered by this Agreement, be required to provide service when schools are closed due to inclement weather. In the event that classes for the entire District are canceled due to inclement weather, the District shall seek a waiver from the State granting principle apportionment for the lost day(s). In the event the waiver is not granted, the District will negotiate the replacement day with the Association. Should there be school closures of less than the entire District, those schools will makeup the day(s) unless a waiver is granted.

6.2 It is further agreed that the District student instructional calendar will be based on the beginning of instructional service time commonly associated with the instructional time established by the Antelope Valley Union High School District and other surrounding school districts. The school calendar shall be attached as Appendix B.

6.3 District Librarian

The work year for the District Librarian shall be 192 days, to be arranged by mutual agreement between employer and employee. The District Librarian is entitled to ten and one-half (10 ½) days of sick leave per year, accumulative. The rate of pay is determined by placement on the Certificated Teachers Salary Schedule, determination of the per diem rate of pay, (daily rate) times 192 days.

6.4 Curriculum Resource Teacher

The work year for TOSA (the Curriculum Resource Teachers and Induction Support Providers) shall include 5 additional days beyond the negotiated teacher's work year with an additional 5% of their annual salary as compensation. These additional days to be arranged by mutual agreement between the employer and employees. The rate of pay is determined by placement on the Certificated Teachers Salary Schedule, determination of the per diem rate of pay (daily rate) times the total number of days within agreement. Calendar days may be flexed with mutual agreement between supervisor and TOSA in order to provide trainings outside of the regular work calendar. This agreement shall be formally documented between the teacher and supervisor prior to occurrence.

**ARTICLE 7: SALARY****7.1 Rate of Compensation**

Rate of compensation will be paid to certificated employees on a 12thly basis.

**7.1.1 Salary Changes**

For the 2024-2025 school year, the base salary schedule shall increase by one percent (1%).

**7.2 Salary Classification Requirements****7.2.1 Credit for College and University Training**

The following criteria shall govern the crediting of salary schedule columnar provisions and step advancement.

7.2.1.1 The unit requirements for each salary column are stated in semester hours of credit; quarter hour credit shall be computed into semester hours by multiplying quarter units by 2/3.

7.2.1.1.1 Unit requirements for the School Nurse required to complete professional growth workshops/in-service for re-certification shall be credited as follows:

Fifteen (15) contact hours is equal to one (1) semester hour of professional growth applicable to advancement on the salary schedule.

7.2.1.2 For salary schedule purposes, only semester units are described herein, earned after the confirmation of the Bachelor's Degree shall be credited.

7.2.1.3 Units to be applied for current year salary schedule credit shall:

7.2.1.3.1 Be completed prior to the start of the school year, July 1.

7.2.1.3.2 Be verified in the District Office with official transcripts prior to July 1. An official transcript is one that bears the official seal of the college and/or the original signature of the registrar, or the registrar's designee. If official transcripts are not available by July 1, the employee will submit an original signed letter from his/her professor confirming a passing grade. This letter will be accepted until official transcripts are available six (6) weeks after the end of the course.

7.2.1.3.3 The employee will submit written notification via the Notice of Re-employment to the District Office prior to July 1, for column movement on the salary schedule.

7.2.1.3.4 Employees who miss the July 1<sup>st</sup> deadlines described above may submit their written notification and transcripts for credit for any following school year prior to July 1 of that year.



## ARTICLE 7: SALARY

7.2.1.4 Credit shall not be granted for any course in which less than a "C" grade is earned. (Or less than a "pass" grade, if a pass/fail grading system is used by the college).

7.2.1.5 All units and degrees shall be earned from institutions accredited by the American Association of Schools and Colleges, or regional affiliate or Commission on Teacher Credentialing (CTC) for upper division units or other units as approved by the District.

7.2.1.6 A major field of preparation shall be defined as twenty-four (24) semester hours; a minor field of study shall be defined as twenty (20) semester hours.

7.2.1.7 Courses that will be credited

7.2.1.7.1 A subject directly related to an advanced degree, or required for an advanced degree in professional education.

7.2.1.7.2 A subject required for a California credential

7.2.1.7.3 Courses in an additional major field of preparation

7.2.1.7.4 Courses required for acquiring an additional major field of preparation related to the employee's assignment.

7.2.1.7.5 A course, not previously taken (that is offered by a teacher training institution) and which is directly related to an employee's assignment.

7.2.1.8 Appeal Procedures

Teachers whose applications for courses, to be applied to salary schedule advancement, that have been denied may appeal. Appeals must be addressed to the Director of Human Resources within fifteen (15) working days of the denial action. The Credit Evaluation Appeal Board is comprised of the following members:

- A. Teacher appointed by the Association.
- B. Administrator appointed by the District.
- C. District Superintendent or designee.
- D. WUTA President or designee.

Decisions by the Credit Evaluation Appeal Board are final. Decisions split by a two-to-two vote may be appealed to the Board of trustees within 15 days of the Appeal's Board Decision.

7.2.1.9 Repeat Credit

Repeat credit may be granted for a course (taken at a teacher training institution), in which (a) the content field has recently undergone substantial change; (b) a course taken previously in which an updating of the employee's training is desirable; (c) a recommendation has been received from an immediate supervisor.

\*To receive salary schedule credit for such courses, prior approval shall have been received from the District Office.

7.2.1.10 Column Movement

There is no limit to the number of column movements per year.

7.2.1.11 Initial Placement on Salary Schedule

New certificated teaching employees are required to complete an affidavit certifying their maximum number of semester units (or equivalent) earned after the granting of their first BA Degree. New certificated teaching employees shall also indicate on this affidavit all units they intend to complete prior to their first day of paid service. This certificate will be completed at the time of employment and will be placed in the employee's personnel file. All new certificated employees shall submit copies of transcripts (non-official transcripts are acceptable until official transcripts can be obtained from the college/university registrar's office) at the time of acceptance of the employment offer and pursuant to Section 7.2.1.3 of this Article. Additional transcripts not declared at the time of initial employment may not be used for advancement on the salary schedule.



7.3 Credit for Professional Work Experience

7.3.1 Employees new to the District shall be allowed salary schedule placement credit for up to five (5) years of previous experience, with a maximum salary schedule entry placement of step six (6), providing that such prior service shall meet all of the following criteria, in addition to any pertinent college and university credit criteria enumerated above:

7.3.1.1 The previous service was rendered for at least 75% of the school year, on the basis of a full time contract.

7.3.1.2 The previous service was rendered after the confirmation of a Bachelor's Degree.

7.3.1.3 The previous service was rendered in a public (or private) school system within the United States of America, or in independent schools maintained for American overseas dependents.

7.3.1.4 The previous service was rendered at grades K-12.

7.3.1.5 The previous service was rendered at a level of satisfactory or better performance as judged by the employee's evaluator.

7.3.2 Each July 1, an employee shall be appropriately placed within the District compensation plan in accordance with District approved professional work experience. In order to qualify for any salary schedule step advancement provisions, an employee's service shall meet both of the following criteria:

7.3.2.1 The prior year service was rendered under (full-time) contract for at least 75% of the School Year.

7.3.2.2 The prior year service was rendered at a level of satisfactory or better performance as judged in the annual evaluation appraisal completed by the employee's evaluator. If prior year service requirement for a salary schedule advancement provision is waived by an expressed provision of this Agreement, the criteria requirements for step advancement, as described herein, shall not apply. The District may credit other teaching service if it determines such service relates to the employee's service in the District.

7.3.2.3 For any employee not entitled to step movement in July, movement effective January 1<sup>st</sup> will be made based upon the criteria established in 7.3.2.1 and 7.3.2.2.

7.4 Incorrect Salary Placement

Errors in current salary schedule placement shall only be corrected during the fiscal year in which they are discovered and any such corrections shall apply to that fiscal year.

7.5 Master's Degree Requirement for Column VI

It is agreed that Association members advancing to Column VI on the Certificated Salary Schedule must possess an earned Master of Arts (Science) Degree. It is further agreed that units applied for advancement to Column VI on the Certificated Salary Schedule be earned after June 1, 1987.

**ARTICLE 8: GRIEVANCE**8.1 Definitions

The District and Association agree that the following definitions shall be utilized in the interpretation of this section:

8.1.1 "Association" shall mean the employee organization recognized by the Board of Trustees as the exclusive representative for the unit of employees covered by this Agreement.

8.1.2 A "Conferee" shall mean a representative selected by the grievant to assist the employee in presenting and processing the claimant's grievance. An immediate supervisor with whom a grievance is filed may also choose a representative in processing grievances.

8.1.3 "Days" shall mean any day on which the central administrative office of the District is open for business.

8.1.4 A "District Grievance Form" shall mean a district provided form. The grievance form shall be completed in writing to include a statement of the employee grievance with reference to paragraph and page number of the contract. The statement shall also include the circumstances involved, the discussion rendered at the informal conference and the specific remedy sought.

8.1.5 A "Grievance" shall mean an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement.

8.1.6 A "Grievant" shall mean an employee covered by this Agreement or the Association filing a grievance. In the case of multiple grievance claims regarding the same issue, the District and the Association may mutually declare the issue to be the same and decide to hear only one of the written grievances filed. The decision rendered shall be applicable to all claims regarding the same issue arising from the same set of circumstances.

8.1.7 "Immediate Supervisor" shall be the first level administrator having immediate jurisdiction over the grievant and who has been designated to adjust grievances.

8.2 General Provisions

8.2.1 The purpose of the procedure is to attempt to secure equitable solutions to the grievances. The District and the Association may encourage grievants to meet informally with their immediate supervisor in an attempt to resolve a potential grievance prior to filing a formal grievance. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

8.2.2 The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities subject to the final decision of the grievance. In the event the alleged grievance involved an order, requirement or other directive, the grievant shall fulfill or carry out such an order unless the unit member(s) health and/or safety would be placed in jeopardy.

## ARTICLE 8: GRIEVANCE

8.2.3 The Association either in its own behalf or in behalf of the affected employees may initiate a grievance, which affects more than one employee in a single building/division, or employees in more than one building/division at level two.

8.2.4 Nothing contained in this Grievance Procedure shall be construed as limiting the right of a unit member at any time to present a written formal grievance to the District and have such grievance adjusted without the intervention of the Association, as long as the adjustment is consistent with the terms of the agreement. The District shall not agree to a resolution of said grievance unless the Association has been given an opportunity to be present at the resolution meeting to state the Association's position. A grievant may elect to be represented at all levels of this grievance procedure by a designated representative selected by the Association.

8.2.5 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

8.2.6 The filing of a grievance shall not reflect unfavorably upon the grievant, or upon the supervisor with whom it may be filed.

8.2.7 The employee and immediate supervisor shall have the right to include in the grievance hearings such witnesses as they deem necessary to develop facts pertinent to the grievance. Such witnesses shall be in addition to the conferee that either party may select.

8.2.8 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the School Year, and if left unresolved until the beginning of the following School Year, and could result in harm to the grievant, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the School Year or as soon as practicable.

8.2.9 Although a specific time period is provided for administrative decisions at each level of the grievance procedure, it is recognized that multiple grievance claims must be processed in a sequential manner. Consequently, at each level of the procedure, grievance claims shall be assigned consecutive numbers based upon the time and date on which written grievances are received. Administrative personnel shall process such numbered grievance in a sequential manner following a pattern that first filed will be first considered. Regardless of a specific time period provided for decisions at various levels of this procedure, the administrative personnel shall not be required to consider more than two (2) grievance claims per day.

8.2.10 All documentation dealing with the processing of grievances will be filed in a separate grievance file apart from the employee's personnel file. The employee shall have the right to examine the grievance file during periods when the employee is not expected to perform service.

8.2.11 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the Administration or the Board against any aggrieved person, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

8.2.12 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be prepared jointly by the Superintendent/President and the Association. The costs of preparing such forms will be borne by the District.

8.3 Informal Procedure8.3.1 Level I

The grievant (and/or the grievants representative, if requested) shall meet with the immediate supervisor within thirty (30) days of the occurrence or within thirty (30) days of when the grievant could reasonably have known of the occurrence, act or omission giving rise to the grievance with the objective of resolving the matter informally. The immediate supervisor shall put the proposed resolution to the grievance in writing within ten (10) days after presentation of the grievance.

8.4 Formal Procedure8.4.1 Level II

If the grievant is not satisfied with the disposition of the grievance at Level I, the grievant may file the grievance, in writing on the district provided form, simultaneously with the President of the Association and the Superintendent, within ten (10) days after the written decision at Level I. This written appeal statement shall include a copy of the original grievance, the decisions rendered at previous level and a statement of the reasons for the appeal. The Superintendent, or designee, will meet with the aggrieved person and representative of the Association in an effort to resolve the grievance at the earliest mutually acceptable date. After the appeal meeting between the Superintendent or designee and the aggrieved person and representative of the Association, the Superintendent shall communicate a decision within seven (7) days. If the Superintendent, or designee, does not respond within the time limits provided, the grievant may appeal to the next level.

8.4.2 Level III

8.4.2.1 In the event the grievant is not satisfied with the decision at Level II, the grievant may request from the State Mediation and Conciliation Service, the assignment of a Mediator to help the parties resolve the grievance. Such request must be made within ten (10) days after receiving the Level II decision. Modifications to positions by the opposing parties may not be introduced at any further level of the grievance procedures.

8.4.2.2 The parties shall request the services of a mutually acceptable Mediator from the California State Conciliation Service within ten (10) school days following written notice to the Superintendent that the grievant is not satisfied with the decision at Level II. The Association or District may waive this step if a Mediator is not available within a reasonable period of time. After the decision to waive the mediation process by either the Association or the District; or upon receiving the written (and final) opinion of the appointed State Mediator. The grievant and/or the Association may submit the grievance to arbitration.

8.4.3 Level IV

If the grievant is not satisfied with the decision at Level III and desires to request binding arbitration, he/she must present their grievance to the Association President within five (5) days after waiving the mediation process or receiving the written (and final) opinion of the appointed State Mediator. The grievant and the Association must submit a request, in writing, to the Superintendent within fifteen (15) days after waiving the mediation process or receiving the written (and final) opinion of the appointed State Mediator. The Association and the District

## ARTICLE 8: GRIEVANCE

should attempt to agree upon an Arbitrator, and if no agreement can be reached, the parties shall request that the California State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall 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 or by some other means mutually agreeable to the parties. The fees and expenses of the Arbitrator shall be borne equally by both parties. All other expenses shall be borne by the party incurring them. If a transcript of the hearing is requested, the party(s) requesting the transcript shall pay the transcription fees. The Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted for arbitration. If the parties cannot agree upon the submission statement, the Arbitrator shall determine the issues by referring to the written grievance documentation and the answers thereto at each level of the process. In disputed cases concerning whether a grievance claim is within the scope of these proceedings, the Arbitrator shall first rule on the arbitrability of the issue before proceeding to the merits of the issue. The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this agreement, but shall determine only whether or not there has been a violation of this agreement in the respect alleged in the grievance. The decision of the Arbitrator shall be based solely upon the evidence and the argument presented to him or her by the respective parties in the presence of each other. After a hearing in which both parties have had an opportunity to make or present oral and written arguments, the Arbitrator shall submit within thirty (30) calendar days to all parties, the written findings and rulings that the Arbitrator has prepared. This final decision pertaining to the grievance shall be binding on all parties subject to review by a court of competent jurisdiction.



**Level 1 Grievance**

**Number:** \_\_\_\_\_

**Date Filed:**    \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
                                  mo    day    year

**Name:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
                                  Last                                   First                                   Middle

**School:** \_\_\_\_\_                                   **Assignment:** \_\_\_\_\_

**Date Grievance Occurred:** \_\_\_\_\_

**Complete the sections below. If more space is needed, please attach additional sheets. Be sure to number the pages and identify the section to which you are responding.**

**1. Article and Section of the Agreement alleged to have been violated:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Statement of Grievant:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Relief Sought:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date:**  
\_\_\_\_\_

**Signature of Grievant:**  
\_\_\_\_\_

### Grievance Decision

Grievant: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Last First Middle

Grievance Number: \_\_\_\_\_

Date of Receipt of Grievance: \_\_\_\_\_

Date of Decision: \_\_\_\_\_

Level of Grievance: \_\_\_\_\_

Disposition of Decision:

Grievance Resolved

Grievance Denied

Explanation:

Date:

\_\_\_\_\_

Signature:

\_\_\_\_\_

\_\_\_\_\_  
(Type or Print name)

\_\_\_\_\_  
Position

Distribution: Superintendent, Association, Immediate Supervisor, Unit Member

**Appeal Form**

**Grievant:** \_\_\_\_\_ **Grievance:** \_\_\_\_\_

**Appeal to Level TWO - Superintendent** \_\_\_\_\_

**Appeal to Level THREE - Arbitration** \_\_\_\_\_

**Level ONE**

**Date of Original Filing:** \_\_\_\_\_

**Date of Conference:** \_\_\_\_\_

**Date of Written Decision:** \_\_\_\_\_

**Level TWO - Superintendent or Designee**

**Date of Filing Appeal:** \_\_\_\_\_

**Date of Conference:** \_\_\_\_\_

**Date of Written Decision:** \_\_\_\_\_

**Level THREE - Arbitration:**

**Date of Filing Appeal:** \_\_\_\_\_

**Date:**  
\_\_\_\_\_

**Signature of Grievant:**  
\_\_\_\_\_

## ARTICLE 9: SAFETY CONDITIONS OF EMPLOYMENT

### ARTICLE 9: SAFETY CONDITIONS OF EMPLOYMENT

9.0 The District shall, insofar as possible, provide safe working conditions for employees and shall not require any employee to perform tasks which endanger the employee's health or safety if it can be reasonably discerned that the task will endanger the employee's health or safety.

9.1 Any abuse of school personnel, assault or battery upon school personnel or any threat of force or violence toward school personnel at any time or place, which is related to school activity or attendance shall be reported by the employee to his/her immediate supervisor, who shall report the incident to the District and appropriate law enforcement authority.

9.2 Employees shall be provided coverage under the terms and conditions of the District workers' compensation authority and illness leave provision for any injury or illness arising out of, or in the course of, their employment.

9.3 An employee who observes a potential safety hazard or unsafe working condition shall be responsible for submitting a written statement to the immediate supervisor regarding the observations. The immediate supervisor shall review and evaluate the situation and determine the critical nature of the situation and take appropriate action. The action taken shall, insofar as possible, ensure compliance with appropriate standards of the California Occupational Safety and Health Act, the District workers' compensation authority and the provisions of the District fire and liability insurance programs.

9.4 The Board shall provide, publish and post rules for safety and the prevention of accidents.

9.5 A written description of the rights and duties of all administrators and teachers with respect to student discipline, including the use of appropriate student behavior management techniques and the rights of suspended students, shall be presented to each teacher in writing during the first week of each school year.

9.6 Each employee as soon as reasonably possible shall be provided a lockable storage area within his/her work site.

**ARTICLE 10: TRANSFER AND REASSIGNMENT (effective 07-08 school year – transfers need to be received by the district by April 15<sup>th</sup>)**

10.1 Background Information

The District shall not implement procedures noted in this Article in any arbitrary or capricious manner. The filing of a request for transfer or reassignment is without prejudice to the employee and shall not jeopardize the present assignment.

10.2 Definition of Terms

10.2.1 Reassignment: The change of assignment, either voluntarily or involuntarily, grade level and/or subject matter at a site to another grade level and/or subject matter at the same site.

10.2.2 Transfer: The change of assignment, either voluntarily or involuntarily, to a different site.

10.2.3 Vacancy: A certificated position listed in the Recognition Article to which no current probationary, permanent or categorical unit member is assigned, and which the District intends to fill. A vacancy exists after all reassignments have been made within each school.

10.3 Transfer/Reassignment Criteria

10.3.1 All transfer or reassignments made pursuant to this Article shall be based on a combination of the specific factors noted below. These factors shall be considered together in the context of the proposed transfer or reassignment.

- A. Employee qualifications: credential, teaching experience, specific talents or skills related to the position (or additional assignments noted in job posting) and professional preparation.
- B. A change of pupil enrollment necessitating the transfer of staff.
- C. Elimination or reduction of programs or services and/or school reorganization or closure.
- D. Satisfactory Evaluation
- E. District Seniority

If seniority is not the deciding factor, the teacher will receive a written explanation why seniority is not the deciding factor. The written explanation will be given to the teacher no later than 3 days after the decision has been made.

10.4 Vacancies

10.4.1 The District shall post, for at least four (4) working days during the regular school year, a vacancy notice at each school in the District. The notice shall specify: Position, title, location, grade level/subject matter assignment, credential requirement(s), closing date for application, date the vacancy is proposed to be filled, and any preferred qualifications.

## ARTICLE 10: TRANSFER AND REASSIGNMENT

10.4.2 During the summer intersession, vacancy notices shall be posted for four (4) days at the District Office and shall be mailed to those teachers who have met the 10.5.2 criteria of their interest in a specific grade level/subject matter vacancy.

10.4.3 During the last ten (10) days of an Summer intersession, any vacancy that occurs as a result of an employee's change of employment, transfer or reassignment shall be exempt from the provisions of paragraphs 10.8.1 and 10.8.2

10.4.4 No final decision to fill any certificated vacancy shall be made until after the closing date of application on the notice of vacancy.

10.4.5 Teachers shall complete an appropriate District form for each vacancy of interest. Applications expire at the time a vacancy is filled.

10.4.6 The District will post all certificated vacancies within the District. Time of posting shall conform to the appropriate bargaining agreement or policy.

### 10.5 Unit Member Initiated Transfer

10.5.1 A unit member may request a transfer to any school within the District and request any position for which he/she is certified and authorized to serve.

10.5.2 A transfer request shall be completed on the appropriate district form and submitted to the District Office by April 15<sup>th</sup> for the subsequent school year. The request shall be valid until the last instructional day of the subsequent school year for any openings that occur for that school year. (New process to be effective for the 2007-2008 school year). The April 15<sup>th</sup> deadline restriction shall not apply to newly created bargaining unit positions that require a new job description or that a current job description exist but has not been used within the last two years.

- A. The request shall include a preference(s) of assignment, location(s) desired and the unit member's qualifications for such assignment.
- B. The District will interview for all vacated and new positions. All unit members who have a transfer request on file for that position must make themselves available for interview within ten days of vacancy notification. After all local applicants have been interviewed, the district may go outside to hire. Probationary and temporary teachers hired after 10/11/06 will not be considered for a transfer prior to the completion of probation unless their request is approved by the Superintendent or designee.
- C. The Superintendent or designee shall, within ten (10) work days of rendering a decision, provide the employee and the appropriate administrator(s), official notification of the disposition of the voluntary transfer or reassignment request. An employee, upon request, shall be provided with reasons for being denied an employee-initiated transfer or reassignment.
- D. If a vacancy occurs during the school year after the first semester, the vacancy shall be posted in accordance with the above requirements. A unit member may be chosen to fill such vacancy as a voluntary transfer/reassignment but shall not assume the assignment until the beginning of the next school year. The new unit member hired to fill such vacancy for the remainder of the school year may apply for any existing vacancy for

## ARTICLE 10: TRANSFER AND REASSIGNMENT

which he/she is qualified within the District for the subsequent school year.

- E. A transfer will be granted at the request of the unit member only once per year. The school year is July 1 – June 30.

10.5.4 The Superintendent or designee shall notify the appropriate administrator(s) of the transfer request. Administrative consideration shall be given to the requesting unit member for all future positions of this type as they develop.

10.5.5 All vacancies shall be posted in each school.

10.5.6 When a unit member files a transfer request, he/she shall not be transferred to a position/site other than which he/she applied without their consent. A request for transfer may be withdrawn by the employee, in writing, at any time prior to the official written notification of the transfer approval.

### 10.6 District Initiated Transfer

10.6.1 The District will first actively seek volunteer(s) for all open/new position(s) by:

- (a) Posting vacancies at all sites; and
- (b) making an announcement of vacancies at all site staff meetings.

However, the District is not obligated to accept any volunteer(s).

10.6.2 The District may initiate a unit member transfer to any school within the District and to any position for which the unit member is certified and authorized to serve only after volunteers have been sought. All teachers being considered for involuntary transfer will be given a written reason citing the criteria in Article 10.3.1 of the negotiated Agreement. The District need not seek volunteers in cases where it cites "E" (10.3.1) as the involuntary transfer criteria. If, however, the provisions of "E" have not been met, the District will seek and consider volunteers.

10.6.3 Prior to implementation, the District shall provide the unit member a list of current vacant positions, if more than one (1) vacancy exists. In the event the unit member's preference is not honored, the unit member may request a conference and a written statement regarding the reasons the request was denied.

10.6.4 Moving of Materials: Upon request, a transferred unit member shall receive District assistance in moving personal materials to the new work location.

10.6.5 A unit member being transferred after the beginning of the student instructional year shall be provided with one (1) day of release time for the purpose of relocating, planning and preparation with additional days at the discretion of the Superintendent.

### 10.7 Unit Member Initiated Reassignment

10.7.1 Requests for reassignment will be completed on the appropriate District form and will be accepted anytime. No reason need be given.

## ARTICLE 10: TRANSFER AND REASSIGNMENT

10.7.2 The request need not be for an existing unfilled assignment, but may be conditional upon the materialization of an assignment.

10.7.3 Requests for reassignment shall receive first consideration for any given open assignment within a school in accordance with Article 10.5.

10.7.4 A request for reassignment may be withdrawn by the employee, in writing, at any time prior to the official written notification of the reassignment approval. Requests would be valid for one (1) year from date of submission.

### 10.8 District Initiated Reassignment

10.8.1 The District may initiate a unit member reassignment.

10.8.2 Reassignments will be explained to the Association upon request.

10.8.3 Prior to any administrative reassignment, the unit member shall be given as much advance notice as reasonably possible. During the school year, reasonable effort shall be made to give the unit member at least five (5) working days notice of the proper reassignment.

10.8.4 An employee shall be granted a pre-transfer or reassignment conference regarding the reasons for the employer initiated transfer or reassignment.

10.8.5 Unit members reassigned during the school year shall be allowed no less than one (1) day of released time for the purpose of preparation and orientation. Upon request, this unit member shall receive District assistance in moving personal materials.

### 10.9 Reassignment of Displaced Teachers

10.9.1 Displaced teachers are those who are presently assigned to a school, but because of declining enrollment, consequently lowering the allocation, are determined to be "surplus".

10.9.2 Displaced teachers and teachers coming back from leave of absence will receive first consideration for reassignment on the basis of seniority.

10.9.3 Teachers returning from leave of absence are to be reassigned before displaced teachers.

10.9.4 Displaced teachers who are reassigned to another school site during a school year have first priority should a position become available at the original school site. This option is only available if the unit member fills out the appropriate transfer request.

### 10.10 Request for Reasons of Transfer or Reassignment Denial

10.10.1 Within ten days, an employee, upon request, shall be provided with reasons for being denied an employee-initiated transfer or reassignment.



**ARTICLE 11: LEAVES**11.1 Bereavement Leave11.1.1 Purpose

The purpose of bereavement leave utilization shall be the time away from service due to the death of a member of the immediate family.

Immediate family shall be defined as including the following: Mother, father, grandmother, grandfather or grandchild, aunt, uncle, niece, nephew of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any relative living in the immediate household. For purposes of this provision son or daughter shall mean foster, adopted or natural child.

11.1.2 Procedure

An employee exercising this leave of absence provision shall complete and submit the district bereavement form and follow district protocols for reporting the absence.

11.1.3 Requirements

An employee shall be granted up to five (5) days for bereavement purposes. Additional days of absence beyond those described herein may be provided under the terms of the personal necessity leave provision of Article XI, Section 11.6.

11.1.4 Compensation

All days of absence used under the provision of bereavement leave shall result in no loss of compensation to the employee.

11.1.5 Return to Service

Immediately upon return to active service, the employee shall complete the District absence form and submit it to the immediate supervisor.

11.2 Industrial Accident and Illness Leave11.2.1 Purpose

Industrial accident and illness leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties.

11.2.1 Procedure

An employee who has sustained a job related injury shall report the injury to the immediate supervisor on a District approved accident report form within 24 hours, or within a reasonable time thereafter, taking into consideration the nature of the injury. An employee shall report any illness to the immediate supervisor within 24 hours of knowledge that the illness is an alleged industrial illness and will complete and submit the District report form as soon as possible.

11.2.3 Requirements

11.2.3.1 An employee shall be allowed not more than sixty (60) days leave during any one fiscal year for the same illness or accident to be taken during the time the schools of the District are required to be in session, or when the employee would otherwise have been performing District service.

11.2.3.2 Allowable leave shall not be accumulated from year to year.

11.2.3.3 Industrial accident or illness leave shall commence on the first day of absence.

11.2.3.4 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

11.2.3.5 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.

11.2.3.6 Any employee receiving benefits as a result of this section shall, during the period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

11.2.3.7 During any industrial paid leave of absence, employee may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for the period covered by such salary warrants. Upon conclusion of this industrial paid leave, an employee may utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed 100% of the employee's normal compensation.

11.2.4 Return to Service

An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized workers' compensation physician certifying the employee's ability to return to his or her position classification without restrictions or detriment to the employee's physical and emotional well-being.

11.2.5 Reinstatement

Upon complying with the District medical release requirement and receiving district authorization to return to work, the employee shall be reinstated in the same position classification without loss of status or benefits.

11.3 Judicial and Official Appearance Leave11.3.1 Purpose

Judicial and official appearance leave may be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from

another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

11.3.2 Procedure

The employee seeking an official judicial appearance leave shall submit a request accompanied by the official order for an approved absence to the District Office. Such request should be submitted not less than ten (10) days prior to the beginning date of the leave.

In the event the order is not received in a timely fashion, the employee shall submit the request in a time frame that will allow the securing of the services of an appropriate substitute employee.

11.3.3 Requirements

An employee may be granted a leave of absence not to exceed the duration of the requirements of the official order for participation and appearance. If the appearance does not require a full day, the employee shall call his or her immediate supervisor for an appropriate District assignment.

11.3.4 Compensation

An employee granted a leave of absence under these provisions shall be granted District compensation which, when added to jury or witness fees, excluding transportation fees, shall not exceed the employee's regular District compensation.

11.3.5 Return to Service

Immediately upon return to active service, the employee shall complete the District absence form and submit it to the immediate supervisor.

11.4 Military Leave

11.4.1 Purpose

Military leave shall be granted when an employee enlists, is inducted, or is recalled to active duty with the U. S. Military Forces.

11.4.2 Procedure

An employee seeking an official military leave shall submit a request for an approved absence to the District Office accompanied by the official military orders to report for duty with the U. S. Military Forces. Such request shall be submitted not less than ten (10) days prior to the beginning date of the leave.

11.4.3 Requirements

11.4.3.1 Leave for Annual Training Duty

An employee, upon submission of his/her military orders, shall be granted a leave of absence for a period not to exceed thirty (30) calendar days to report for annual active duty training.

### 11.4.3.2 Long-Term Military Leaves

11.4.3.2.1 An employee who enlists, is inducted, or is recalled to active duty shall be granted a leave of absence for the period of such enlistment or required service.

11.4.3.2.2 Upon completion of the service requirement, the employee shall be reinstated in the position that he/she held at the time of his/her enlistment or induction, provided that the employee returns within six months of the date of his/her discharge, and the period of absence shall not be construed as a break in service; however, he/she shall not be entitled to sick leave, vacation, or salary for the period during which he/she was on leave.

### 11.4.4 Compensation

An employee who has served in the District a minimum of one year shall receive his/her regular pay for a period not to exceed thirty (30) days or for the period of the annual active duty training, whichever is shorter.

### 11.4.5 Return to District Service

The leave shall terminate and right to return to District service shall not apply if the unit member voluntarily requests an extension of his/her original term of enlistment, service or tour of duty.

## 11.5 Personal Leave

Personal Leave - must request a leave by February 1<sup>st</sup> prior to the school year in which he/she wants to begin a leave. Teachers on a personal leave of absence must notify the district in writing no later than February 1<sup>st</sup> of the school year in which they are on leave, if they plan to return to work in the subsequent year. Leaves will not be granted for the purpose of teaching or using a credential in another educational institution.

### 11.5.1 Purpose

An employee may request a personal leave of absence for reasons not enumerated by this Agreement including, but not limited to the following:

- a. Business
- b. Childbearing preparations and/or childcare
- c. Election to public office
- d. Family hardship
- e. Health
- f. Study
- g. Travel

### 11.5.2 Procedure

The employee seeking an approved personal leave of absence shall submit a request, including the reasons and supporting information related thereto and the duration of the requested leave as well as a guarantee that the employee will maintain throughout the period of the leave valid credentials and certification authorizations under which the employee is serving in the District

## ARTICLE 11: LEAVES

immediately prior to the beginning of the leave. For personal absences of five (5) working days or less, the employee shall submit the request described herein to the immediate supervisor not less than two working days prior to the beginning date of the leave except in extenuating circumstances. The immediate supervisor may deny such leave when he/she deems such a leave to be detrimental to the best interest or needs of the District. The employee has appeal rights up to and including the Superintendent. For personal absence in excess of five (5) working days, including the balance of the school semester/year or a full school semester/year, the employee shall submit the request described herein to the Superintendent in sufficient time for the Superintendent's consideration and presentation to a regular meeting of the Board of Trustees for approval, which shall be final.

### 11.5.3 Requirements

An employee shall notify the District of gainful employment during the school year while on a personal leave of absence.

### 11.5.4 Compensation

Any personal leave of absence that may be granted under these provisions shall be without compensation. Such leave does not count as service towards other types of leave, salary advancement, retirement or tenure. Employees on personal leave of absence shall be permitted to participate in the District insurance program at their expense as provided in Article IV of this Agreement.

### 11.5.5 Extension of Leave

Upon written request, the District may extend an employee's personal leave for a maximum of one (1) year. During such extended leave, the employee will be entitled to those benefits provided in Section 11.5.4 above. An employee who seeks an extension of personal leave shall make application no later than eight (8) weeks preceding the expiration of the original one (1) year leave. The District will respond within four (4) weeks of the receipt of the application.

### 11.5.6 Return to Service

The employee shall be reinstated to the position classification held prior to the leave of absence or to a position for which the employee is certified. If the personal leave of absence was granted for personal health reasons, the employee shall be required to submit, prior to return to active duty, a medical statement indicating an ability to assume assigned duties without restrictions or detriment to the employee's physical or emotional well-being.

## 11.6 Personal Necessity Leave

### 11.6.1 Purpose

Personal necessity leave may be utilized for circumstances that are serious or immediate in nature as defined below, which cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours.

### 11.6.2 Eligibility

An employee of this unit who has sufficient sick leave credit.

11.6.3 Procedure

Employees shall advise the district of personal necessity leave on the district approved form to the immediate supervisor normally not less than two (2) working days prior to the beginning date of the leave.

11.6.3.1 Use of five (5) days personal necessity without providing a reason (no tell day).

\*11.6.3.2 Death of a member of his/her immediate family (a) when the number of days of absence exceeds three (3), or five (5) days if travel is required beyond a radius of 300 miles or out of state.

\*11.6.3.3 Accident, not otherwise chargeable to an illness or injury leave, involving his/her person or property, or the person or property of his/her immediate family (a) of such an emergency nature as to require the attention of the employee during his/her work day.

11.6.3.4 Appearance in court (b) as a litigant or witness.

\*11.6.3.5 When a member of an employee's immediate family (a) is afflicted with a contagious or serious communicable disease (excluding common childhood illnesses) and requires the care and attention of the employee, or when, through exposure to contagious disease, the presence at work of the employee would endanger the health of others.

\*11.6.3.6 Imminent danger to the home of an employee occasioned by a factor such as flood, or fire, serious in nature, and which requires the attention of the employee during his/her work day.

\*11.6.3.7 Any condition of a member of his/her immediate family (a) requiring the attention of the employee during his/her workday.

Note:

(a) Immediate family is taken to mean mother, father, grandmother, grandfather of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, legal guardian, foster child, grandchild or step relative of the employee, or any relative living in the immediate household of the employee.

(b) The employee shall furnish evidence of the court appearance to the department head or principal who shall in turn attach it to the time sheet.

(c) Five days of Personal Necessity Leave may be used without giving a reason for absence by the employee, "No Tell Day." Use of this leave shall be limited to one teacher per day per school except where administrative approval for more than one teacher has been granted. Employees using this leave shall give 24 hour advance notice to the site administrator. Employees may request additional "No Tell" days from their site administrator. Any denial of additional days may be appealed to the Superintendent or designee.

(d) The Superintendent may, if unusual circumstances exist, allow the immediate family

definition to be expanded to include others not expressly stated in the immediate family definition.

11.6.3. 8 A unit member may use up to 15 accumulated sick days for the purpose of adoption or birth of a child. These days shall be charged to the member's accumulated sick leave. If the member has exhausted accumulated sick leave, he will receive differential pay for the remainder of the approved leave.

#### 11.6.4 Requirements

11.6.4.1 An employee may use 15 days per year of accumulated sick leave for all purposes enumerated as an approved Personal Necessity Leave. Employees may request additional days. Any denial of additional days may be appealed to the Superintendent or his/her designee.

11.6.4.2 The immediate supervisor must be notified in advance when possible.

#### 11.6.5 Compensation

An employee shall receive full compensation for all personal necessity days taken.

#### 11.6.6 Return to Service

Immediately upon return to active service, the employee shall complete the District Personal Necessity absence form and submit it to the immediate supervisor.

### 11.7 Sick Leave

#### 11.7.1 Purpose

The purpose of sick leave shall be for: (1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code Sections 230(c) and 230.1 (a).

#### 11.7.2 Eligibility

11.7.2.1 An employee, covered by this Agreement, working five (5) days per week for a full contract year shall be annually entitled to ten (10) days of leave of absence for the purpose of sick leave utilization.

11.7.2.2 An employee, covered by this Agreement, working less than full-time shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment.

11.7.2.3 Unused sick leave credits shall be accumulated from year-to-year without limit.

11.7.2.4 Employees shall be notified in writing each year of their accrued sick leave.

11.7.3 Procedure

An employee exercising this leave of absence provision shall notify the appropriate administrator of his/her need to be absent from service as soon as it is known and shall provide reasonable notice necessary to secure substitute service. The notification described herein shall also include an estimate of the expected duration of the absence.

11.7.4 Requirements

An employee becoming aware of the need for absence due to surgery, pregnancy disability or other predictable cause, or priorly scheduled need, shall submit a statement from a medical doctor, licensed practitioner or other verification acceptable to the District as far in advance of the initial disability date as possible. The statement shall include the beginning date of disability, the cause of the disability and the anticipated date of return to active service.

11.7.5 Compensation

Any unused sick leave credit may be used by the unit members for sick leave purposes, as defined, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent on a long term disability, under the provisions of this policy, shall receive the difference between his or her daily rate of pay and the amount actually paid a substitute employee or if no substitute employee was employed, the amount that would have been paid a day-to-day substitute if one had been employed. In order to qualify for differential pay, a unit member shall first utilize all available leaves in the following sequence:

- a. All industrial accident or illness leave days, when applicable.
- b. All remaining current year days credited for sick leave.
- c. All accumulated sick leave.

In no event shall days of differential pay, when combined with days of sick leave utilization, exceed one hundred ten (110) days in any school year. Only one increment of differential pay shall be allowed for any single and continuous illness absence that extends into the next school year.

## 11.7.5.1 Catastrophic Leave

This section is meant to address those **circumstances, which are dire and unexpected in nature**. The Association and District agree that it is beneficial to establish a mechanism by which employees in such circumstances may be assisted by their coworkers.

11.7.5.1.1 The affected employee shall initiate the process of requesting sick leave donation from fellow employees. The process requires the affected employee to fill out the established paperwork in the payroll office.

11.7.5.1.2 If approved by the Superintendent/designee, the payroll office shall reproduce the affected employee's form and send one copy for posting to each district school and office. A one-week period shall be established within which the form will be posted.



## ARTICLE 11: LEAVES

11.7.5.1.3 Any member wishing to donate sick leave to the affected member shall be responsible for requesting the district form from the payroll office, completing that form, and returning it to the payroll office by the deadline established on the posted form.

11.7.5.1.4 No member wishing to donate sick leave will be allowed to donate an amount, which would leave them with less than one full year's accrual (10 days) of sick leave in their account.

11.7.5.1.5 Sick leave shall be donated in full day units.

11.7.5.1.6 Use of the donated sick leave may be applied to periods prior to the donation period, if that has been specified on the form.

11.7.5.1.7 The payroll office shall process all donation forms in the order they are received. If two or more forms are received in the same day, they shall be placed in alphabetical order by last name first and first name last.

11.7.5.1.8 For each pay period affected, the payroll office shall take from the pool of donated sick leave, hours donated as follows: (a) In the priority order established in number 7 above, one day shall be taken from each donating coworker; (b) If a second round of donated sick leave is needed, a second day shall be taken from each donating coworker following the same order; c) This method shall continue until all donated sick leave has been exhausted, or until the need has been met.

11.7.5.1.9 The payroll office shall keep all documentation of the method by which sick leave was credited to the affected member.

11.7.5.1.10 Should the need for sick leave end before all donations are used, the donated hours will be returned to the donating members in amounts left on the books as a result of the distribution detailed in number 8 above.

### 11.7.6 Return to Service

11.7.6.1 Immediately upon return to active service, the employee shall complete the District absence form and submit it to the immediate supervisor.

11.7.6.2 An employee who has experienced disability absence requiring surgery, hospitalization, pregnancy disability or extended medical treatment shall be required to submit, prior to return to active duty, a medical statement indicating ability to return to his/her position classification without detriment to the employee's physical or emotional well-being.

11.7.6.3 An employee on sick leave shall notify his/her immediate supervisor of his/her intent to return. If no notification of intent to return is received by 3:45 p.m., a subsequent employee will be retained and the District will assume that the employee will utilize his/her sick leave rights for the following day.

11.8 Leaves for Crime Victims11.8.1

An employee may be absent from work in order to attend judicial proceedings related to a crime when he/she is a victim, immediate family member of a victim, registered domestic partner of a victim, or child of a registered domestic partner of a victim of the following crimes: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5©
2. A serious felony as defined in Penal Code 1192.7©
3. A felony provision of law proscribing theft or embezzlement

11.8.2 Purpose

For these purposes, the employee may use personal necessity leave that is otherwise available to the employee, or unpaid personal leave. (Labor Code 230.2)

11.8.3 Procedure

Prior to taking time off, an employee shall give his/her supervisor a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim.

The supervisor and Superintendent or designee shall keep confidential any records pertaining to the employee's absence from work (Labor Code 230.2).

11.9 Leaves for Victims of Domestic Violence or Sexual Assault

11.9.1 An employee who is a victim of domestic violence or sexual assault as defined by law may take time off work to obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order to other injunctive relief to help ensure the health safety or welfare of the employee or his/her child. (Labor Code 230).

In addition, an employee who is a victim of domestic violence or sexual assault may take time off work to attend to the following activities (Labor Code 230.1).

1. Seek medical attention for injuries caused by domestic violence or sexual assault.
2. Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault.
3. Obtain psychological counseling to an experience of domestic violence or sexual assault.
4. Participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

11.9.2 Procedure

An employee who is a victim of domestic violence or sexual assault may use personal necessity or unpaid personal leave that is otherwise available to the employee. (Labor Code 230, 230.1)

Prior to taking time off, an employee shall give reasonable notice to his/her supervisor, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable time, certification of the absence in the form of any of the following documents: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim of domestic violence or sexual assault.
2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court of prosecuting attorney that the employee has appeared in court.
3. Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence or sexual assault.

The supervisor and Superintendent or designee shall maintain the confidentiality of such an employee to the extent authorized by law (Labor Code 230. 230.1)

11.10 Personal Leave for a Child's School Activities

11.10.1 Any employee who is a parent/guardian or grand parent having custody of one or more children who are enrolled in grades K-12, or who attend a licensed day care facility, may use up to 40 hours of personal necessity or unpaid personal leave in order to participate in school or day care activities. Such leave shall not exceed eight hours in any month of the year, and the employee shall give reasonable advance notice of the absence. (230.8)

If both parents of a child are employed at the same work site, this leave shall be allowed for the first parent who applies; simultaneous absence by the second parent may be granted by the Superintendent or designee (Labor Code 230.8).

11.11 Leave for Emergency Duty

An employee may take time off to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel (Labor Code 230.3).

An employee who is a volunteer firefighter shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire or law enforcement training (Labor Code 230.4)

WESTSIDE UNION SCHOOL DISTRICT  
CERTIFICATED  
PERSONAL NECESSITY LEAVE REQUEST

Employee Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Today's Date: \_\_\_\_\_ Job Location: \_\_\_\_\_

I hereby request the use of personal necessity days per the bargaining unit agreement

FROM \_\_\_\_\_ TO \_\_\_\_\_

(a total of \_\_\_\_\_ days of leave to be charged to my sick leave account), for the purpose checked off below:

- |  |   |
|--|---|
| <input type="checkbox"/> No tell day (11. 6. 3. 1)                 | <input type="checkbox"/> Contagious/communicable disease of a               |
| <input type="checkbox"/> Death of a family member (11. 6. 3. 2)    | family member (11. 6. 3. 5)   |
| <input type="checkbox"/> Accident of a family member (11. 6. 3. 3) | <input type="checkbox"/> Imminent danger to the home (11. 6. 3. 6)          |
| <input type="checkbox"/> Court appearance (11. 6. 3. 4)            | <input type="checkbox"/> Serious condition of a family member (11. 6. 3. 7) |
|  | <input type="checkbox"/> Adoption or birth of a child (11. 6. 3.8)          |

Please provide a brief explanation below of the circumstances surrounding this request such that your supervisor may reasonably determine that the request is compliant with the specific section of the negotiated agreement or attach a separate sheet of paper providing that information.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that the above is a true representation of my request for personal necessity leave and I hereby authorize the District to charge my accumulated sick leave account for the approved days of leave.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

APPROVED

DISAPPROVED

To the best of my knowledge, the above-designated personal necessity leave is in accordance with Education Code Section 44981 and 45207 and the current negotiated agreement and, if a no-tell day, this is the only such day authorized in my department or site for this date.

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

11.12 Sabbatical Leave

11.12.1 At the discretion of the Governing Board, a unit member covered by this Agreement may be granted a partially compensated leave of absence not to exceed one (1) year for the purpose of professional study or travel which will be of direct benefit to the schools and pupils of the District. In order to be eligible for a sabbatical leave, a unit member covered by this Agreement must hold the status of a permanent unit member and have served not less than eight (8) consecutive years.

11.12.2 A unit member who has been granted a sabbatical leave may not accept gainful employment without the prior written approval of the Superintendent. Further, a unit member on sabbatical leave shall receive district compensation at a rate based upon the calculation shown in the attached form.

11.12.3 It is hereby understood that a unit member granted sabbatical leave shall agree to comply with all reasonable rules and regulations prescribed by the District, including but not limited to, the preparation of a comprehensive report which shall include official transcripts of all completed course work, a complete travel itinerary, a recommendation of how the sabbatical leave results may be shared with students and staff, and the presentation of the complete file of all pertinent material either developed or collected during the leave and the recommendation for the use of the material to the benefit of the district students and staff.

11.12.4 The unit member shall receive salary reclassification, any other benefits to which such member would have been entitled had active service status been maintained and assignment to previously held position.

11.12.5 The length of a sabbatical leave shall be for the period of one (1) school year. If an opening arises prior to the end of the scheduled sabbatical leave, an employee may apply and have first consideration for that vacant position. Not more than two percent (2%) of the district's certificated staff may be granted a sabbatical leave during a given school year. The Superintendent shall make his recommendations on sabbatical leaves to the Board.

11.12.6 Applications for sabbatical leave for the next school year are to be addressed to the Board in writing and filed with the District Office no later than February 1. Applications will be reviewed during the first two (2) weeks of February. A decision of the applications shall be made at a Board Meeting in March.

11.12.7 The unit member must remain in the employment of the District two (2) years upon return from a sabbatical leave. This agreement becomes a part of the unit member's contract.

11.12.8 The unit member shall post a suitable bond indemnifying the District against loss should the unit member either fail to satisfactorily complete the leave conditions, or fail to render service to the District for at least two (2) years after completion of the sabbatical leave.

**WESTSIDE UNION SCHOOL DISTRICT**  
Proposed Work Sheet for Determination of Sabbatical Leave Costs

Step	Description		Example - Unit Member would be on Column III, Step 10	Example - Unit Member would be on Column VI, Step 12	Actual Calculation
A.	Calculate the total district cost (including benefits) of the unit member's salary for the proposed sabbatical year based upon the assumption that the teacher remains in the classroom.	Base Salary from the Salary Schedule	50,680.49	60,634.72	
		STRS Contribution	4,181.14	5,002.36	
		Medicare Contribution	734.87	879.20	
		SUI Contribution	30.41	36.38	
		Workers Compensation Contribution	567.62	679.11	
		Health Package Contribution	7,784.72	7,784.72	
		Total District Cost	63,979.25	75,016.50	
B.	Calculate the cost of placing a long-term substitute into the unit member's classroom for the entire year.	Base Salary at 182 days x \$110	20,020.00	20,020.00	
		Medicare Contribution	290.29	290.29	
		SUI Contribution	12.01	12.01	
		Workers Compensation Contribution	224.22	224.22	
		ARP Contribution	750.75	750.75	
		Health and Welfare Benefit Package - prorated	2,073.11	2,073.11	
		Total District Cost	23,370.39	23,370.39	
C.	Calculate the district cost to pay the unit member's salary including benefits for the sabbatical year based upon the assumption that the teacher is on sabbatical.	Base Salary from the Salary Schedule	50,680.49	60,634.72	
		Medicare Contribution	734.87	879.20	
		SUI Contribution	30.41	36.38	
		Workers Compensation Contribution	567.62	679.11	
		Health Package Contribution	7,784.72	7,784.72	
		Total District Cost	59,798.11	70,014.13	

**WESTSIDE UNION SCHOOL DISTRICT**

Proposed Work Sheet for Determination of Sabbatical Leave Costs

Step	Description		Example - Unit Member would be on Column III, Step 10	Example - Unit Member would be on Column VI, Step 12	Actual Calculation
D.	Add together the total sabbatical year costs for salaries and benefits. (Step B and C amounts)	Total from Step B	23,370.39	23,370.39	
		Total from Step C	59,798.11	70,014.13	
		Total District Cost	83,168.49	93,384.52	
E.	Determine the additional cost to the district to fully fund Step D. (Subtract Step A amount from Step D amount.)	Total from Step D	83,168.49	93,384.52	
		Total from Step A	63,979.25	75,016.50	
		Total Additional Cost	19,189.25	18,368.02	
F.	Determine amount which can actually be contributed to sabbatical unit member's salary during the sabbatical year. (Subtract total amount from Step E from amount in Step A.)	Total from Step A	63,979.25	75,016.50	
		Total from Step E	19,189.25	18,368.02	
		Amount to be Contributed	44,790.00	56,648.48	
G.	Calculate the percent of total salary costs the unit member will be awarded during the sabbatical year. (Divide the total amount in Step F by the total amount in Step C.)	Total from Step F	44,790.00	56,648.48	
		Total from Step C	59,798.11	70,014.13	
		Percent of Available Salary	74.90%	80.91%	
H.	Deduct the full cost of the benefit package from the amount available so that the employee does not have to write checks back to the district.	Total from Step F	44,790.00	56,648.48	
		Cost of Benefit Package	7,784.72	7,784.72	
		Net Amount to be paid	37,005.28	48,863.76	
I.	Calculate the percent of total salary costs the unit member will actually receive (net of the fully paid benefit package). Divide the total amount from Step H by the total amount in Step C.	Total from Step H	37,005.28	48,863.76	
		Total from Step C	59,798.11	70,014.13	
		Net percent of salary to be paid	61.88%	69.79%	

**ARTICLE 12: EVALUATION PROCEDURE**

12.1 Orientation materials related to the evaluation procedures shall be provided employees covered by this Agreement (hereinafter known as employees) within ten (10) work days following the beginning of any semester or annual assignment. Additionally, the evaluatee shall receive notice at this same time as to his/her evaluator, who in no event shall be a member of the employee bargaining unit.

12.2 Employees within twenty-five (25) work days of the beginning of any semester, annual or new assignment submit to his/her evaluator a list of proposed objectives, either teacher written in compliance with or selected from District's adopted and provided objectives which shall be available for all subject areas for which objectives will be required, to be utilized in fulfilling the responsibility of the evaluatee's assignment. Teacher may be required to provide measurement activities used to determine the extent of the objective fulfilled.

12.3 The evaluator within twenty (20) work days of the receipt of the proposed instructional objectives and measurement activities shall advise the evaluatee of the adequacy of the objectives or make recommendations for specific revisions. The revisions to the instructional objectives previously submitted shall be completed by the evaluatee within ten (10) work days. If these revised instructional objectives need further refinement, any and all revisions shall be completed within five (5) work days. The revised instructional objectives and measurement activities shall become the prime basis for subsequent evaluation activities for that evaluation period. The instructional objectives and related evaluation activities utilized shall be in conformity with the employee's job description as prescribed by the District. In the event that the evaluator and the employee do not agree as to the revisions of the instructional objectives and measurement activities, the evaluatee may attach a statement to the performance plan providing rationale for his/her points of objection.

12.4 The evaluator shall conduct such classroom observations and gather such data on employee performance as the evaluator believes to be related to:

12.4.1 Actual objectives and measurement activities described in 12.2.

12.4.2 Other substantive criteria for employee evaluation appraisal that are established by the District.

12.5 The evaluatee, at or near the mid-point of the evaluation period, shall provide the evaluator with a written progress report of his/her perceptions of the progress being made toward achievement of the instructional objectives, and the progress being made toward the achievement of other objectives contained in the employee's performance plan. Not later than seventy (70) calendar days prior to the close of the school year, the evaluatee shall submit a written report as to the achievement or non-achievement of the instructional objectives and other objectives contained in the employee's performance plan. As a part of the herein stated written report, the evaluatee may provide a statement(s) as to the reasons for the non-achievement, if any, of any instructional or other objectives contained in the employee's performance plan.

12.6 Supplementary classroom observations and data gathering shall continue beyond March 1 at the discretion of the evaluator.

12.7 Observation of teacher instruction should be of sufficient duration and quality to provide sufficient data for the evaluation of the teacher or the improvement of the classroom instruction.

12.8 Within five (5) work days after a written request or upon the evaluator's initiative, an employee shall be provided with a written statement regarding instructional observations that have been



## ARTICLE 12: EVALUATION PROCEDURE

conducted. Such written statements shall contain a summary of the instructional activities observed and any suggestions being made by the observer for possible improvement by the employee. As a part of the herein stated written report, the evaluatee may provide a statement as to the reasons for the non-achievement of any instructional or other objectives contained in the employee's performance plan.

12.9 No negative and/or unsatisfactory evaluation shall be predicated upon information or material of a derogatory or critical nature, which has been received by the evaluator from students, parents and/or citizens unless the following procedures have been followed:

12.9.1 Any student, parent or citizen complaint about a unit member shall be reported to the unit member by the administrator receiving the complaint, within five (5) days of receipt, if the complaint may be used against the unit member.

12.9.2 Should the administrator of the unit member believe the allegations in the complaint warrant a meeting, the administrator shall attempt to schedule a meeting between the unit member and the complainant. At the request of the unit member, an Association representative may be present at the meeting. If the complainant refuses to attend the meeting, the complaint shall not be utilized by the District in any evaluation or disciplinary action against the unit member.

12.9.3 If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she shall put the complaint in writing and submit the original to the unit member, with a copy of the unit member's immediate supervisor. If the unit member believes the complaint is inaccurate, a District hearing may be initiated to determine the validity of such complaint.

12.9.4 Complaints, which are withdrawn or are determined to be inaccurate in the District hearing, shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.

12.10 Not less than 30 days prior to the last student instructional day of any school year, the evaluator shall prepare a written evaluation utilizing the District evaluation form which shall contain an appraisal of the evaluatee's performance during the specific evaluation period in question.

12.10.1 The written evaluation document shall be submitted to the employee in an evaluation conference and signed by both parties. The signature signifies only that the employee acknowledges receipt thereof and does not imply agreement with the contents.

12.10.2 In the event the evaluation document contains derogatory statements, the employee shall be given an opportunity to prepare written comments related to the derogatory material. If subsequently, there is sufficient improvement or if the previous deficiency or deficiencies have been corrected, the evaluator shall attach a comment statement to the evaluation document.

### 12.11 Personnel Files

12.11.1 Materials in personnel files of employees, which may serve as a basis for affecting the status of his/her employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports or records which (1) were obtained prior to the employment of the employee involved or (2) were prepared by identifiable examination committee members.

12.11.2 Employees may inspect these materials upon request provided that the request is made at a time when such person is not actually required to render services to the District. A

## ARTICLE 12: EVALUATION PROCEDURE

representative of the Association, upon prior written approval of the employee, shall be permitted to examine or obtain copies of the materials in such employee's personnel file at no expense to the District.

12.11.3 Information of a derogatory nature, except the confidential materials mentioned in the first paragraph, will not be entered or filed in the personnel file of an employee unless and until the employee is given written notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her comments. This review of derogatory materials will take place during normal business hours of the District.

12.11.4 The person or persons who draft or place materials in an employee's personnel file shall sign the material signifying the date on which such material was drafted or placed in the file.

12.11.5 Access to personnel files shall be limited to the members of the District Administration on a need-to-know basis and confidential employees of the Personnel Office. Board of Trustee Members may request a review of an employee's file at a personnel session that includes a quorum of the Board of Trustees. The contents of all personnel files shall be kept in the strictest confidence.

12.11.6 Statements or charges that prove to be false or without substantiation entered into the personnel file shall be removed at the request of the employee.

12.12 Permanent employees that have three (3) through 10 service years shall be provided with a written evaluation of their performance at least once every other year. Permanent employees that have 11+ years with *all satisfactory marks* on last evaluation will be evaluated at least once every five (5) years. Probationary employees shall be provided with a written evaluation of their performance at least once each year.

### 12.13 General Provisions

12.13.1 An employee who receives a negative final evaluation shall, upon request, be entitled to a subsequent observation and conference.

12.13.2 The District rating forms shall be completed and signed by the employee's immediate supervisor prior to an evaluation conference between the employee and the immediate supervisor. The formal rating forms shall contain information bearing on the employee's performance related to the evaluation criteria established by the District. The data gathered relative to the employee's appraisal shall be in conformity with the evaluatee's job description as prescribed by the District.

12.13.3 The rating shall contain an appraisal of the employee's performance and, as appropriate, commendations or specific suggestions for improvement of the evaluatee's performance.

12.13.4 The evaluatee shall receive a written copy of the performance rating forms described herein at the personnel conference conducted by the evaluator. Proof of the transmission of ratings of the evaluatee shall be established by the evaluator. The evaluatee may attach a written response to the performance evaluation. Such written response by the employee shall be reviewed by the Superintendent prior to placement in the evaluatee's personnel file.

12.13.5 The evaluation perceptions and judgments contained in the observation reports and written evaluation documents shall not be subject to the Grievance procedure described in

ARTICLE 12: EVALUATION PROCEDURE

Article VIII of this Agreement. However, the evaluation procedures shall be subject to the Grievance procedure.

ARTICLE 12: EVALUATION PROCEDURE  
**WESTSIDE UNION SCHOOL DISTRICT**  
**CERTIFICATED EVALUATION**

1<sup>ST</sup> Year:

2<sup>nd</sup> Year:

Over 2 Years:

Evaluation for the year:

EMPLOYEE NAME	POSITION TITLE GRADE/SUBJECT	SCHOOL OR DEPARTMENT LOCATION

**PROFESSIONAL COMPETENCE:**

1. Utilizes the Instructional Objectives for his/her grade level or assignment.  
 Comments:

2. Observes a professional work ethic which includes:

- 1) Timeliness with reports and attendance
  - 2) Accuracy
  - 3) Trustworthy
  - 4) Responsible
  - 5) Supervision including students & paraprofessionals
  - 6) Appearance of professional products/ environment
  - 7) Appropriate attire
  - 8) Willingness to accept and complete assignments
  - 9) Dependable when working with others
- 10) Evidence of lesson planning

Comments:

3. Understands and manages his/her job responsibilities in accordance with the District Master Contract, Board Policy, Ed Code, and Site Regulations.  
 Comments:

4. Maintains Professional Growth  
 Comments:

5. Demonstrates effective and consistent parent communication.  
 Comments:

Meets Standards	Needs Improve- ment	Unsatis- factory

ARTICLE 12: EVALUATION PROCEDURE

**INSTRUCTIONAL ABILITY:**

1. Demonstrates instructional competence in the subject matter that he/she is assigned to instruct.

Comments:

2. Uses varying effective teaching strategies, materials, equipment modalities to hold student interest and attention.

Comments:

3. Evidence of student growth has consistently been demonstrated.

Comments:

4. Lesson presentations are relevant to student needs.

Comments:

5. Uses District adopted Course of Study and materials.

Comments:

6. Consistently strives to improve student standards (modeling, report cards, reflective statements, student work, portfolios, objective reports and testing).

Comments:


**SUMMARY EVALUATION:**

- Meets standards
- Needs improvement
- Unsatisfactory

**EVALUATOR COMMENTS:**

**EVALUATEE COMMENTS:**

- I do recommend this employee for re-employment:
- I do not recommend this employee for re-employment:
- No recommendation for re-employment at this time, a subsequent evaluation is necessary:

\_\_\_\_\_  
*Evaluator Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Evaluatee Signature*

\_\_\_\_\_  
*Date*

*Does not necessarily indicate agreement. Reaction or written response may be attached within ten workdays.*

**ARTICLE 13: PAYROLL DEDUCTIONS**

13.1 The District and Association agree that the District shall deduct from the pay of the Association member or employee who has applied for membership in the Association and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on the District form, subject to the following conditions:

13.1.1 Such deduction shall be made only upon submission of the District form to the designated representative of the District duly completed and executed by the employee.

13.1.2 The District shall not be obligated to implement any new Association monthly dues deduction until the pay period commencing fifteen (15) days or more after such submission.

13.1.3 The District, upon appropriate written authorization from the employee, will deduct from the pay of the employee and make appropriate remittance for District approved annuities, credit union, savings bond, charitable donations or any other plans or programs approved by the District.

13.1.4 The Association agrees to indemnify and hold harmless the District for any loss or damages arising from the operation of this Article. It is also agreed that neither any employee nor the Association shall have any claim against the District for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the employer within ninety (90) calendar days after the date such deductions were or should have been made.

13.1.5 In the event that the Association dues are increased, the unit member shall have five (5) days before and fifteen (15) days after the effective date of such increase to revoke authorization for dues payment. Otherwise authorization for Association dues deduction shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one twelfth (1/12) of such dues from the regular salary check of the teacher each month for twelve (12) months. Deductions for employees 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. Newly hired employees joining the Association will only pay the normal monthly dues from the date of employment for the remainder of the school year.

**ARTICLE 14: CLASS SIZE**

14.1 The allocation ratio of teachers to regular program pupils in the District shall be as follows:

14.1.2 Individual classes shall not exceed the following maximums:

UPK	State Mandated Ratio
Kindergarten	1:30
Grades 1-3	1:30
Grades 4-5	1:32
Grades 6, 7 and 8	1:33
Grades 6, 7, and 8 P.E.	1:55
Grades 3, 4, 5, 6, 7 and 8	
Computer Instruction	1:32
High Technology Lab Instruction	1:32
Grades 6, 7 and 8	
Shop/Home Economics	1:24
Grades 6, 7 and 8	
Instrumental/Music Classroom	1:50
Grades 6, 7 and 8	
Vocal Music	1:40
Grades 6, 7 and 8	
Marching Band	1:70
Grades 6, 7 and 8	
Opportunity Classes/Alt. Ed.	1:20
Self-contained Elementary Combination	1:26
Elementary P.E.	1 Adult:2 Classes

**Special Education**

Special Day Class	1:12
ED Class	1:10 (Effective 1/22/08)
SH Class	1:10 (Effective 1/22/08)
Speech	1:55 (Effective 1/22/08)
APE	1:55
Preschool	1:12 per session
RSP	1:28

Elementary PE teachers will receive support from Instructional Assistant(s) to maintain the 1 adult:2 class agreement. SDC classes that participate in the elementary PE program will be accompanied by the SDC Instructional Assistants assigned to their class.

Self-contained elementary combination classes that exceed the 26:1 ratio at the conclusion of the first attendance month of the school year will trigger the following: For a probationary teacher, a 3-hour aide will be provided. For a permanent teacher, a prorated stipend of \$8,990 for the 2023-24 (future base salary increases will be applied to stipend).

- If at any time the ratio drops below the 26:1 ratio for 10 consecutive school days, the aide or stipend will be discontinued.

Modular, departmental or team teaching shall not exceed the ratios in this section (14.1.2).

Preschool -RIS- Sessions x 12/Sessions  
shall not exceed the ratio of 12:1

ARTICLE 14: CLASS SIZE

14.1.2.1 The District and the Association agree to reopen negotiations regarding class size limits at such time as the following conditions exist:

- A. The state legislature enacts legislation that provides resources for the purpose of reducing class size (student-teacher ratios) i.e., emergency classrooms, etc.
- B. The state legislature enacts legislation that provides funding for the specific purpose of employing additional teachers to reduce class size (student-teacher ratios) i.e., financial grants to hire additional certificated staff.

14.2 The allocation ratio of special education teachers to special education program pupils shall not exceed state maximum limit.

14.3 Teachers shall be allocated based on estimated enrollments and when actual enrollment is known, the District shall adjust the number of teachers assigned to conform with the above.

14.4 In the event the classroom maximums are exceeded for a period of ten (10) consecutive school days, the employee may file a request for correction of the problem with the site administrator.

14.4.1 The District, after consultation with the teachers and receipt of the notification of exceeding class size limits, shall take the appropriate action within ten (10) consecutive school days. The corrective action may include any of the following:

14.4.1.1 Hiring of additional full or part-time teachers or aides.

14.4.1.2 Redistribution of pupils.

Teachers who have classes which exceed the maximum, for ten (10) consecutive days shall be paid the agreed rate per pupil per period at all grade levels.

Preschool	Daily=\$3.12 (4 days per week)
K-6 <sup>th</sup> 4 graded courses = \$1.56 per course	Daily = \$6.25

Middle School:  
6<sup>th</sup>-8<sup>th</sup> - \$1.25 per pupil per period

14.4.1.3 Speech overage will be paid at the rate of \$1.40 per day per pupil.

14.4.1.4 RSP overage will be paid at the rate of \$1.60 per day per pupil.

Records for payment to teachers based upon these stipends shall be kept in the District Office. Payment will be made at the end of each month.

14.4.1.5 Purchase of added supplies.

14.4.1.6 Other solutions mutually acceptable to the employee(s) and the District.

14.4.2 Anyone volunteering for a combo class understands that if the combo class is dissolved the following could happen:

- Displaced to another grade level and/or school site.
- Displaced to another combo



## ARTICLE 14: CLASS SIZE

There is no guarantee that a teacher will be allowed to return to his/her original assignment. If a teacher is displaced the provisions of article 10.0 will be followed. This would include dissolution of combo classes during the school year and at the end of the school year.

14.4.3 If a combo is dissolved during the current school year or the next school year, and creates an opening at the grade level, at the current site held immediately prior to the placement in the combo class, the unit member has first priority to that position.

14.5 In accordance with Section 42238.02 of the Educational Code, the District and the Association agree and affirm that the class size maximums for “Transitional Kindergarten”, “Kindergarten” and “Grades 1-3” listed in Article 14.1.2, above, shall constitute an annual average class enrollment for those respective grade levels at each District school site at which students are enrolled in a K-3 class.

ARTICLE 15: LEARNING TO TEACH PROGRAMS AND ACCOUNTABILITY (SBIX)

**ARTICLE 15: LEARNING TO TEACH PROGRAMS AND ACCOUNTABILITY (SBIX)**

Peer Assistance and Review (PAR) Coach/PAR Participating Teacher, Pre-Intern and Intern Programs  
**(Replaces Mentor Teacher Program)**

15.1 Purpose

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

15.2 Definitions

15.2.1 “Classroom Teacher” or “Teacher” shall mean any member of the bargaining unit covered by certificated evaluation requirements.

15.2.2 “Participating Teacher” shall mean a classroom teacher member of the unit who receives assistance and/or coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance.

15.2.3 “Consulting Teacher/Support Provider” is an exemplary teacher meeting the requirements of subsection 15.3.3 of this article, selected by the Joint Review Panel to provide assistance to a Participating Teacher pursuant to the Learning to Teach programs.

15.2.4 “PAR Coach” is an exemplary teacher meeting the requirements of subsection 15.3.3 of this article, selected by the Joint Review Panel to provide assistance to a Participating Teacher pursuant to the Learning to Teach programs.

15.3 Learning to Teach and Accountability Cycle

15.3.1 Joint Review Panel (JRP)

15.3.1.1 The Joint Review Panel will consist of five (5) members. Members of the Joint Review Panel will include three (3) Association members selected by the Association, and two (2) other members appointed by the District. The Joint Review Panel will establish the operational procedures of the Joint Review Panel, including the method for selection of the chairperson.

15.3.1.2 The Joint Review Panel will establish its own meeting schedule. To hold meetings, four of the five members of the Joint Review Panel, must be present. Such meetings shall take place during the regular teacher workday. Teachers who are members of the Joint Review Panel shall be released from their regular duties to attend meetings, without loss of pay or benefits. Teachers serving on the Joint Review Panel shall receive a stipend equal to an additional 5% of their annual salary. Stipends will be paid monthly.

15.3.1.3 The Joint Review Panel will be responsible for the following:

ARTICLE 15: LEARNING TO TEACH PROGRAMS AND ACCOUNTABILITY (SB1X)

15.3.1.3.1 Adopting Guidelines, either by consensus or majority, for implementing provisions of this Article. Said Guidelines will be consistent with the provisions of the Agreement and the law, and to the extent that there is an inconsistency, the Agreement will prevail and to the extent the Agreement is inconsistent with the law, the law will prevail. The Guidelines will be attached here as an appendix and be distributed to all employees and administrators.

15.3.1.3.2 Providing training for the Joint Review Panel and Consulting Teacher/Support Providers prior to the Consulting Teacher/Support Providers participation in the program, which may include, but is not limited to, the Learning to Teach training available from the California Teachers Association, Instruction and Professional Development Department.

15.3.1.3.3 Establishing a procedure for application and selecting Consulting Teacher/Support Providers (defined in section 3.3), evaluating Consulting Teacher/Support Providers and their documentation and providing in-service training to participating teachers during the school year. The Joint Review Panel will provide written confirmation of participation in the Learning to Teach program to participating teachers, principals or immediate supervisors, and Consulting Teacher/Support Providers.

15.3.1.3.4 Develop the Joint Review Panel's annual budget and recommend it to the Board of Trustees.

15.3.1.3.5 Determining the number of Consulting Teacher/Support Providers in any school year, based on participation in the program, the budget available and other relevant considerations.

15.3.1.3.6 Establishing an application form to be completed for any teacher participating in the program.

15.3.1.3.7 Making available the list of Consulting Teacher/Support Providers for selection by the Participating Teacher.

15.3.1.3.8 Developing a format for the Consulting Teachers Final Report.

15.3.1.3.9 Developing timelines for the Joint Review Panel, Consulting Teacher/Support Providers, Participating Teachers and Referred Teachers.

15.3.1.3.10 Reviewing the final report prepared by the Consulting Teacher and makes a recommendation(s) (name only) to the Board of Trustees regarding the Referred Teacher Participant's progress in the Peer Assistance and Review Program.

15.3.1.3.11 Annually assess the impact of the Learning to Teach programs in order to improve the programs.

15.3.1.3.12 Consulting with the District on all SB1X related programs.

15.3.1.3.13 It is intended that all documentation and information related to participation in the Learning to Teach programs be regarded as a personnel

ARTICLE 15: LEARNING TO TEACH PROGRAMS AND ACCOUNTABILITY (SBIX)

matter, and as such, is subject to the personnel record exemption in Government Code 6250 at seq.

15.3.1.4 As provided by law, including but not limited to the California Government Tort Claims Act, the District shall defend, indemnify and hold harmless any unit member who is a Induction Support Provider, Intern or Pre-Intern Consulting Teacher, PAR Consulting Teacher, Joint Review Panel Member and unit members providing support through this and additional programs authorized by the Association and the District as a part of this Article from any lawsuit or claim arising out of their involvement with or performance of duties under such programs. The District shall also defend, indemnify and hold harmless the Westside Union Teachers Association, California Teachers Association / National Education Association (“Association”) from any lawsuit or claim arising out of or relating to the Association’s adoption of, or participation and/or involvement in this program; provided, that the District’s agreement herein to indemnify and hold the Association harmless does not apply to claims for breach of the duty of fair representation.

15.3.2 Participating Teachers

15.3.2.1 Pre-Intern

15.3.2.1.1 All unit members who have passed the CBEST, have earned a Bachelors Degree, yet have not established subject matter competency, are required to participate in an appropriate Learning to Teach program.

15.3.2.2 Intern

15.3.2.2.1 All unit members who have passed the CBEST, have earned a Bachelors Degree and have established subject matter competency are required to participate in an appropriate Learning to Teach program.

15.3.2.3 Beginning Teacher Participant (BT)

15.3.2.3.1 All newly-hired unit members with less than two full years of fully credentialed teaching experience will be encouraged to participate in the Induction program.

15.3.2.3.2 All new unit members without a clear credential will be assigned a trained Consulting Teacher/Support Provider from the appropriate Learning to Teach program.

15.3.2.3.3 Guidelines for the Learning to Teach Consulting Teacher/Support Provider will be developed by the Joint Review Panel and shall be consistent with the provisions of the approved program grant.

15.3.2.3.4 Beginning Teacher (BT) participants will be paid \$240 per day (based on a 6 hour day) for meetings spent in training with someone other than, or in addition to, their assigned Support Provider. Beginning Teacher participants will be paid at the negotiated hourly rate, or a pro-rated amount for portions of hours, for meetings spent in training with someone other than, or in addition to, their

ARTICLE 15: LEARNING TO TEACH PROGRAMS AND ACCOUNTABILITY (SBIX)  
assigned Support Provider. Monies due will be paid each year at the successful  
conclusion of the program, no later than July 10<sup>th</sup>.

#### 15.3.2.4 Referred Teacher Participant (RT)-PAR Participating Teacher

15.3.2.4.1 A Referred PAR Participating Teacher is a teacher with permanent status who exhibits serious job-related deficiencies and has received an unsatisfactory rating on the Certificated Final Summary Evaluation Report (attached). All permanent teachers receiving such a rating will be required to participate in the Peer Assistance and Review Program.

15.3.2.4.2 A Referred PAR Participating Teacher may select his or her PAR Coach from the list of Coaches provided by the Joint Review Panel. A different PAR Coach may be selected to work with the PAR Participating Teacher at any time during the process when requested to do so by the PAR Participating Teacher or the PAR Coach with approval of the Joint Review Panel.

#### 15.3.2.5 Volunteer PAR Participating Teacher

15.3.2.5.1 A Volunteer PAR Participating Teacher is a teacher with permanent status who volunteers to participate in the programs. The purpose of participation in the Peer Assistance and Review Program for the Volunteer PAR Participating Teacher is for peer assistance only and the PAR Coach shall only submit the final report to the Volunteer PAR Participating Teacher and not the Joint Review Panel.

15.3.2.5.2 The Volunteer PAR Participating Teacher or PAR Coach may terminate the Volunteer PAR Participating Teacher's participation in the Peer Assistance and Review Program at any time. If the PAR Coach terminates his or her service, the Volunteer PAR Teacher Participant may select one other PAR Coaches with the approval of the Joint Review Panel.

15.3.2.5.3 Unless requested by the Volunteer PAR Participating Teacher, information obtained by the PAR Coach while working with the Volunteer PAR Participating Teacher cannot be utilized in the evaluation process and/or as the basis for mandatory participation in the Peer Assistance and Review process.

15.3.2.6 Budgeted resources of the program shall first be allocated for the benefit of referred teachers under section 3.2.4, and as available and budgeted to voluntary participants.

### 15.3.3 Consulting Teachers and Support Providers

#### 15.3.3.1 Minimum qualifications for Consulting Teacher/Support Providers:

15.3.3.1.1 A California Clear or Lifetime Credentialed teacher with permanent status in Westside Union School District and at least five years classroom teaching experience immediately preceding submission of an application for Consulting Teacher/Support Provider/ PAR Coach. Applicant must have

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received at least a satisfactory evaluation in the unit member's last evaluation cycle.

15.3.3.1.2 Demonstrates exemplary teaching ability as indicated by effective communication skills both orally and in writing, subject matter knowledge, knowledge and commitment to District curricular goals and standards, mastery of range of teaching strategies necessary to meet student needs in different contexts.

15.3.3.1.3 Demonstrates ability to work cooperatively and effectively with others.

15.3.3.2 In order to fill a position of Consulting Teacher/Support Provider/ PAR Coach, a notice of vacancy will be posted at all sites and in the District Office. Each applicant is required to submit a completed application form and three references from individuals with specific knowledge of his or her expertise by the closest work day on or before April 1<sup>st</sup> as follows:

- a. A reference from a building principal or immediate supervisor
- b. A reference from an Association representative
- c. A reference from another classroom teacher

All applications and references shall be treated with confidentiality.

15.3.3.3 Consulting Teacher/Support Providers/ PAR Coach shall be selected by a super-majority (4 out of 5 in favor) vote of the Joint Review Panel. The Joint Review Panel may conduct a site visitation and a classroom observation of all final candidates.

15.3.3.4 Consulting Teacher/Support Providers may be released from their regular duties to be trained or to perform their Consulting Teacher/Support Provider/ PAR Coach duties, without loss of pay or benefits. If in carrying out their responsibilities as Consulting Teachers, they find it necessary to work beyond the number of hours required in the grant, they will be compensated for such additional work at the District hourly rate of pay.

15.3.3.5 Teachers serving as full-time Consulting Teachers/Support Provider (full-time release position) shall receive an additional 5% of their annual salary as compensation and include five (5) additional days beyond the negotiated teacher's work year as stated in Article 6.4. Any teacher serving less than full-time will receive a pro rata portion of the additional 5% in proportion to the time spent performing duties (i.e. a half-time release Consulting Teacher/Support Provider would receive 2.5% of his/her annual salary). Teachers who serve as a Consulting Teacher/Support Provider, in addition to a regular teaching load, shall receive \$1,500 per assigned Participating Teacher. Stipends will be paid monthly.

15.3.3.6 Consulting Teacher/Support Providers will be trained to both offer peer assistance and to understand the specific functions of the Learning to Teach programs. The Joint Review Panel will monitor and evaluate the effectiveness of the Consulting Teacher/Support Provider and will make decisions regarding their continuation in the program. The Joint Review Panel may remove a Consulting Teacher/Support Provider from the position at any time because of the specific needs of the Learning to Teach programs, inadequate performance of the Consulting Teacher/Support Provider or other just cause. Prior to the effective date of such removal, the Joint Review Panel will provide the Consulting Teacher/Support Provider with a written statement of the reasons

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for the removal, and at the request of the Consulting Teacher/Support Provider, will meet with him/her to discuss the reasons.

15.3.3.7 Expenditures for the Learning to Teach programs shall not exceed revenues received from Learning to Teach funds and funds made available through the passage of AB 1X without mutual agreement of the parties. Therefore, the number of Consulting Teacher/Support Providers in any school year will be determined by the Joint Review Panel based upon participation in the Learning to Teach programs, the budget available and other relevant considerations.

15.3.3.8 The term of the Consulting Teacher/Support Provider shall normally be No more than four (4) years, and a teacher may not serve more than two (2) consecutive terms of four (4) years. A Consulting Teacher/Support Provider may reapply after returning to the classroom for one (1) year.

15.3.3.9 Upon completion of his or her services as a full time release Consulting Teacher/Support Provider, a teacher shall be returned to a regular assignment in accordance with the Transfer and Reassignment Article(s) of this Agreement.

15.3.3.10 Consulting Teacher/Support Providers shall have a caseload determined by a ratio of Consulting Teacher/Support Providers to Participating Teachers. The ratio is dependent on the amount of intervention time determined by the Joint Review Panel and Consulting Teacher/Support Providers.

15.3.3.11 Each Referred Teacher shall receive no less than 18 hours of direct assistance per semester from the Consulting Teacher/Support Provider. Consulting Teacher/Support Providers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.

15.3.3.12 The PAR Coach shall meet with the Referred Teacher and the evaluator to discuss the Peer Assistance and Review program, to establish mutually agreed upon steps to meet the performance goals which shall focus on no more than two sub-domains from one main domain from the California Standards for the Teaching Profession, develop the assistance plan and develop a process for determining successful completion of the Peer Assistance and Review program.

15.3.3.13 The PAR Coach shall monitor the progress of the Referred PAR Teacher and shall provide two or more written reports per semester to the Referred PAR Teacher for discussion and review.

15.3.3.14 The PAR Coach shall continue to provide assistance to the Referred PAR Teacher until the evaluator concludes that the teaching performance of the Participating Teacher is satisfactory as evidenced in the final evaluation (Certificated Final Summary Evaluation Report), or until the Joint Review Panel determines that further assistance of the presently assigned PAR Coach will not be productive. A copy of the PAR Coach's report shall be submitted to and discussed with the Referred PAR Teacher to receive his/her input and signature before it is submitted to the Joint Review Panel at the conclusion of assistance. The Participating PAR Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report.

## ARTICLE 15: LEARNING TO TEACH PROGRAMS AND ACCOUNTABILITY (SBIX)

15.3.3.15 The PAR Coach shall submit a final report prior to April 15<sup>th</sup> to the Joint Review Panel. The Referred PAR Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred PAR Teacher shall also have the right to request a meeting with the Joint Review Panel, and to be represented at this meeting by the Association representative of his or her choice.

15.3.3.16 The report by the Joint Review Panel of the Referred PAR Teacher's participation in the Peer Assistance and Review program shall be made available for placement in his or her personnel file.

15.3.3.17 The Peer Assistance and Review programs encourage a cooperative relationship between the PAR Coach, Participating PAR Teacher, and the evaluator with respect to the process of peer assistance and review. The Participating PAR Teacher, the PAR Coach, and/or their designated representative will meet with the evaluator to review and discuss the basis for referral to the Peer Assistance and Review program.

15.3.3.18 At the request of the Participating PAR Teacher or the PAR Coach, the Joint Review Panel may assign a different PAR Coach to work with the Participating PAR Teacher at any time during the year.

15.3.3.19 Functions performed pursuant to this Article by bargaining unit employees employed in a bargaining unit position shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the Government Code.

### 15.4 Teacher Rights in regard to Peer Assistance and Review (PAR)

15.4.1 A Referred Teacher who participates in the Peer Assistance and Review program shall be provided copies of all evaluations and reports (and supporting documentation either submitted with or attached to those documents) in a timely manner.

15.4.2 The District and Joint Review Panel will provide assistance, release time and funding to meet the needs of the program not to exceed the revenue for said programs. Individuals whose reasonable requests for assistance, release time and funding are denied shall be given written reasons for the denial and may use the denial of resources as an affirmative defense.

15.4.3 The Evaluating Administrator shall provide each Referred Teacher a copy of this Article when presenting the teacher with the final evaluation.

15.4.4 Employees participating in the program will retain all rights afforded to them by the collective bargaining unit between the Westside Union Teachers Association and Westside Union School District and the due process rights afforded by the California Education Code.

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

### 15.5 Miscellaneous Provisions

15.5.1 The evaluation process in this Article shall not apply to adjunct duties. Adjunct duties are those expectations of the job that do not relate directly to instruction.



ARTICLE 15: LEARNING TO TEACH PROGRAMS AND ACCOUNTABILITY (SBIX)

15.5.2 The evaluation procedure shall not include the use of complaints against teachers where a complaint can be processed through the complaint procedure in Article 12.

15.5.3 Unproven allegations or hearsay statements about an employee shall not be used in the evaluation and assessment of a teacher.

15.5.4 A teacher shall not have self-evaluation incorporated into the evaluation and assessment procedure.

15.5.5 Except as specifically provided herein, teachers shall not be asked or permitted to participate in the evaluation of other teachers.

15.5.6 Teachers shall be encouraged to participate in professional growth endeavors that support their participation in the Peer Assistance and Review program.

**ARTICLE 16: PROFESSIONAL GROWTH**

16.1 This Article (section) applies to all members in the Bargaining Unit.

16.2 Those bargaining unit members who possess Life Diplomas, Single Subject Credentials - Clear (issued for life); Multiple Subject Credentials - Clear (issued for life); will participate in professional development activities by completing one or a combination of the activities listed below each five (5) year period:

16.2.1 Participation in District sponsored workshops or training activities, and/or course from a regionally accredited college and/or university.

16.2.2 Participation in professional conference/workshops and/or curriculum textbook evaluation committees sponsored by the State Department of Education.

16.2.3 Participation in any of the following leadership assignments outside of their regular teaching assignment:

- A. Master Teacher for Student Teachers
- B. Grade Level/Department Chairperson

Performance in all professional growth activities will be supervised by the building site administrators.

16.2.4 Combinations of 16.2.1 and 16.2.3 are acceptable for satisfying district professional growth requirements. Example: Three (3) semester units of university coursework and one (1) leadership assignment.

16.2.5 District Growth Units

Bargaining unit members may earn one (1) District Growth Unit for each semester (a District Growth Unit is equal to one semester unit of upper division college/university unit) per School Year for serving as a Grade Level/Department Chairperson or Master Teacher for Student Teaching.

Assignments to leadership positions are determined by the building site administrator. To earn District Growth Units pursuant to this subdivision, a unit member must submit a district approved form to the administrator of the Human Resources Department no later than June 30<sup>th</sup> of the school year in which member served as grade level or department chairperson.

16.3 Those bargaining unit members who possess credentials issued after August 31, 1985: Single subject - clear; Multiple subject - clear (required to be renewed every five (5) years).

16.3.1 Those members of the bargaining unit to whom this Article applies shall develop an individual program of professional growth which consists of a minimum of 150 clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. This program is to be completed within a five (5) year period. The five (5) year period begins September 1, 1985, or on the date that a clear credential takes effect after September 1, 1985. At least two (2) acceptable activities shall include, but not be limited to, the following:

- A. Courses from a regionally accredited college and/or university.

## ARTICLE 16: PROFESSIONAL GROWTH

- B. Participation in professional conferences, workshops.
- C. Participation in Teacher Education/Computer Center Teacher Staff Development or similar educationally focused institutions.
- D. Service as a Mentor Teacher/BTSA.
- E. Participation in curriculum development projects.
- F. Teaching a college/university level class or workshop in which the students receive college/university credit.
- G. Participation in educational research or innovation efforts.
- H. Publication of professional articles in professional journals.
- I. Participation as an exchange teacher.
- J. Service as a master teacher for student teachers.
- K. Creative endeavor in areas such as TV, Music, Art.
- L. Participation in systematic programs of observation and analysis of teaching that are not associated with normal employment responsibilities of district teacher evaluations.
- M. Service in a leadership role in a professional organization such as Phi Delta Kappa, Delta Kappa Gamma Reading Associations, i.e., math, social studies.

16.3.2 A clock hour is awarded for each hour that a credential holder spends directly involved in an activity that is identified in a signed professional growth plan. Exception: For courses taken from an accredited college or university, each semester unit shall equal 15 clock hours; each trimester unit shall equal 13 clock hours; and each quarter unit shall equal 10 clock hours.

16.3.3 On September 1, of any school year, the District shall designate only certificated administrators who possess a valid clear California teaching or service credential and a baccalaureate degree from an accredited institution of post-secondary education to be Professional Growth Advisors. A list of these advisors, including work location and a brief biography on the experience of the advisor will be published by the District prior to the beginning of the school calendar year.

16.3.4 The responsibility of a Professional Growth Advisor shall be as defined in this subdivision.

- A. Know the contents of Education Code Section 44277 and the Professional Growth Manual published by the Commission. The Professional Growth Advisor shall discuss the staff development needs of the employing agency and the school with the credential holder and may recommend activities and domains of activities.
- B. Approve professional growth plans and records that have been developed by the credential holder that comply with the terms of Education Code Section 44277 and this Article.

## ARTICLE 16: PROFESSIONAL GROWTH

16.3.5 By October 15 of each year, the bargaining unit member governed by this Article shall file a Professional Growth Plan with his/her Professional Growth Advisor. The Professional Growth Plan shall be written on a form provided by the Commission. The Advisor shall review and return to the bargaining unit member the proposed Professional Growth Plan initialing the basic plan and any agreed revisions within (10) work days after submission of the plan to the member's advisor.

16.3.6 Upon completion of the Professional Growth Activity, the bargaining unit member shall submit to his/her advisor, the commission's form that includes the type of activity engaged, dates of the activity and number of clock hours spent in the activity.

A Professional Growth Record shall not include any portion of any activity that occurred prior to the time the credential holder applied for the professional clear credential or for the most recent renewal of the professional clear credential.

The bargaining unit member's advisor will verify the information provided as required and sign the Professional Growth Record. The advisor will provide the unit member with a photocopy of the Professional Growth Record. The original copy of the Professional Growth form will be filed in the unit member's personnel file at the school district office.

16.3.7 (a) The chief administrative officer, of his or her designee of an educational institution that employs or has employed a credential holder, shall verify the credential holder's Professional Growth Record that the credential holder has served successfully for at least one-half of a School Year if the service satisfies standards 16.3.7.1, 16.3.7.2 and either 16.3.7.3 or 16.3.7.4 of this subdivision.

16.3.7.1 The service was rendered for a minimum of 300 minutes per day for at least ninety days, or the equivalent, after the credential holder applied for the professional clear credential, or for the most recent renewal of the professional clear credential.

16.3.7.2 The credential holder was not terminated for cause by the educational institution since the credential holder applied for the professional clear credential, or for the most recent renewal of the credential.

16.2.7.3 The service was rendered in a position that requires certification in kindergarten or grades one through twelve during full-time employment, part-time employment, employment as a substitute teacher or employment under another contractual agreement.

16.3.7.4 The service was rendered on behalf of students and/or a group of certificated personnel in kindergarten or grades one through twelve at the site of one or more elementary schools or secondary schools.

16.3.7 (b) The chief administrative officer, or his or her designee, shall discharge the responsibility of verifying successful service independently of any evaluation that may affect the credential holder's employment status.

16.3.8 No later than October 1 of each year, the District shall submit, in writing, to each member in the bargaining unit who is affected by this Article and date by which the total of at least 150 clock hours must be completed in order that the person's credential can be renewed.

16.3.9 If a credential holder believes that his/her advisor has taken an adverse action that he/she considers to be unfair, arbitrary or contrary to the terms of the Education Code, the credential

ARTICLE 16: PROFESSIONAL GROWTH

holder may seek another advisor to appeal the adverse action to the Executive Secretary of the Commission on Teacher Credentialing.

16.4 Emergency Credentialed Teachers

Preliminary credentialed teachers (required to complete specified coursework to renew credentials).

16.4.1 Those members of the bargaining unit who are employed subject to an Emergency or Preliminary Credential shall develop an individual program of professional growth which consists of:

16.4.1.1 College coursework that will apply toward a clear teaching credential.

16.4.1.2 Participate in the District's "New Teachers In-service" program during their first year of employment.

16.4.1.3 Participate in other district-sponsored staff development activities.

16.4.2 Each member of an Emergency Credential/Preliminary Credential will be advised by the advisor of their choice from the listing of advisors designed by the school district (note Paragraph 16.3.3).

**PROFESSIONAL GROWTH FORM**

**WESTSIDE UNION SCHOOL DISTRICT**  
**PROFESSIONAL GROWTH FORM**  
 (Applicable for Preliminary Credential  
 and Life Diploma Holders)

Anniversary Year \_\_\_\_\_

Employee Name \_\_\_\_\_

College/University Degrees \_\_\_\_\_

California Credentials Held (include date of issue) \_\_\_\_\_

**New Teacher In-Service Activities:**

Dates	Training Activity	Approval

College and/or University Training taken after BA/BS Degree to Qualify for clear credential, or College/University Training taken by Life Diploma Holders.

Dates	Course Description	College/Univ.	Units	Approval

**Leadership Assignments:**

Dates	Position/Assignment	School/Dept.	Units Granted	Approval

**Conferences/Workshops Attended:**

Dates	Conf./Workshop Description	Approval

Other Information: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ARTICLE 17: CLASSROOM TEACHER INSTRUCTIONAL IMPROVEMENT PROGRAM  
**ARTICLE 17: CLASSROOM TEACHER INSTRUCTIONAL IMPROVEMENT PROGRAM**

17.1 Program Overview

It is mutually recognized by the District and the Association that the purpose of the Classroom Teacher Instructional Improvement program is to encourage teachers, whether acting individually or with other teachers, to improve the quality of instruction.

17.2 Funding

This program shall be implemented with funding from the state. It is understood that the funding will be used to pay the normal and reasonable expenses incurred in the development and improvement of educational programs recommended by the grant selection committee and approved by the Board of Trustees.

17.3 Nomination and Selection

17.3.1 Any teacher eligible to receive an instructional improvement grant, or any group of eligible teachers, may submit a grant proposal to the grant committee established pursuant to this Article. Grant proposal application forms shall be posted prior to October 1, at each school site.

17.3.2 Each grant recipient shall be a permanent full time teacher or Mentor Teacher whose primary duty is classroom instruction. Grant recipients shall not include any teachers in adult education programs, childcare and development programs, or regional occupational centers or programs.

17.3.3 The governing board of any school district which applies to the Superintendent of Public Instruction for funding pursuant to this chapter shall review the recommendations of the grant committee and make the final decision on awards of grant funds for purposes of this Article. The governing board shall award grants so as to improve instruction in those areas of the District with greatest need.

17.4 Grant Selection Committee

17.4.1 The grant selection committee will be composed of five (5) members, with at least three (3) of them being classroom teachers. The selection committee shall include only certificated employees of the District.

17.4.2 The Association shall select the certificated classroom teachers, by a method determined by it, who shall serve as the teacher representatives on the selection committee. The teacher representatives shall, at all times, constitute a majority of the total committee. The remainder of the committee shall be composed of at least one (1) principal selected by the District Superintendent.

17.4.3 The committee membership shall be determined no later than January 1 of any year. Teacher members shall serve for a term determined by the Association. Administrator committee members shall serve for terms determined by the District Superintendent.

17.4.4 The committee shall meet during the regular work hours of the teacher members, whenever possible. In the event that committee meetings are scheduled outside of such regular work hours, teacher members shall receive released time.

ARTICLE 17: CLASSROOM TEACHER INSTRUCTIONAL IMPROVEMENT PROGRAM

17.4.5 The committee shall operate under Roberts Rules of Order, and such by-laws or standing rules as it may adopt by majority vote to regulate its own operation.

17.4.6 The committee shall consider all instructional improvement grant proposals submitted by teachers or groups of teachers meeting the requirements of Education Code Section 44701 and this Article. The committee shall recommend a plan for allocation of the district's funding entitlement, to the Board of Trustees, within 45 days after receipt of notification of such entitlement. The plan shall take into account all areas of instructional need in the district and shall include the committee's recommendation for each specific proposal. Individual or group grants may not exceed \$2000 per fiscal year. The committee may recommend the award of a grant proposal which would continue for more than one year should the need be evident.



**ARTICLE 18: EARLY RETIREMENT AND PART-TIME EMPLOYMENT**

18.1 The Board of Trustees recognizes the need to provide an incentive plan for certificated employees who wish to retire from full-time employment.

18.2 District Program

In order to be eligible to participate in the District Health and Welfare Coverage Early Retirement Plan, an employee must meet the following requirements:

Employees hired as probationary/Permanent Teacher prior to July 1, 2017:

1. Regular, permanent, full-time certificated employee.
2. Minimum of ten (10) years full-time service in Westside Union School District immediately preceding entering the District Health and Welfare Coverage Early Retirement Incentive Plan.
3. Minimum age of 55 years
4. Ineligible for benefits under Medicare
5. Approval of the Board of Trustees

New Employee – Hired as Probationary/Permanent Teacher on/after July 1, 2017:

1. Regular, permanent, full-time certificated employee
2. Minimum of ten (10) years full-time service in Westside Union School District immediately preceding entering the District Health and Welfare Coverage Early Retirement Incentive Plan.
3. Minimum age of 60 years
4. Ineligible for benefits under Medicare
5. Approval of the Board of Trustees

Employees entering this plan, with approval of the Board of Trustees, will continue to participate in insurance coverage for health, dental, and vision on the same basis as regular, full-time teaching personnel as long as the carrier will insure retirees. These benefits will be paid for by the District and will continue in effect until the employee is eligible for Medicare or reaches age 65 whichever occurs first. Employees wanting to participate in this program, should file a letter of intent with the Secretary of the Board by October 1, of any school year for a January 1 retirement, and March 1 of any school year for a July 1 retirement. Following Board approval of their request to participate, employees must retire from their current full-time position prior to January 1 or July 1 of any school year in order to complete their eligibility. The District and the employee, by mutual agreement, may waive the above date lines.

18.3 State Program

Education Code Section 24000 provides that an agency may elect to permit all members with 30 years of credited service to retire at age 50 or older and receive an annual allowance equal to two percent (2%) of final compensation for each year of credited service; and if the member is age 50, but under age 55, the credited service allowance shall be reduced by one quarter (1/4) of one percent (1%) of each full month or fraction between 55 or 60; and there will be no present value cost to the employer for providing this early retirement because the law provides for the application of the full actuarial reduction to each retirement allowance. The District and Association will review new provisions of early retirement benefits under the Education Code Section 24000 following implementation of the actual California budget.

18.4 Unit members who qualify will be accorded the opportunity to participate in state supported retirement options, when available. Such options include Golden Handshake or the Highest Year Salary Provision (One Year Rule). In all cases, the District will make the full contribution.

## ARTICLE 18: EARLY RETIREMENT AND PART-TIME EMPLOYMENT

### 18.5 Part-Time Employment

The Board of Trustees recognizes the need to employ well qualified and experienced teachers as substitute teachers for on-call daily assignments and/or long term assignments. Teachers who elect to enter into an early retirement at age 55 years may contract with the School District for substitute teacher service under the following terms:

18.5.1 An early retired teacher may earn a maximum as allowed by State Teachers Retirement System for the State of California.

18.5.2 An early retired teacher who elects to initiate the early retirement option will be employed at the highest rate of substitute pay.

18.6 The Board of Trustees recognizes the opportunity to utilize the expertise of senior tenured teachers in retirement status for the purpose of preparing grant funding proposals. Teachers who elect to enter into an early retirement at age 55 years may contract with the School District for Grant Writing/Development Service under the following terms.

18.6.1 An early retired teacher may earn a maximum income as provided by the Education Code that does not jeopardize his/her entitlement paid by the State Teachers Retirement System.

18.6.2 An early retired teacher who elects to initiate the early retirement option will be employed at the highest rate of substitute pay.

### 18.7 STRS BENEFITS-ONE YEAR RULE

The Westside Union School District and the Westside Union Teachers Association (WUTA) agree, as follows, with respect to retirement benefits under the State Teachers Retirement System (STRS) for members of the bargaining association who are classroom teachers represented exclusively by the Association who retire, become disabled or die after June 30, 1990.

18.7.1 Pursuant to Education Code Section 22127.1, "Final Compensation" for each affected classroom teacher shall be the highest annual compensation earnable by the teacher (as a teacher) during any period of twelve (12) consecutive months during his or her membership in STRS.

18.7.2 The determination of who a "classroom teacher" shall be made by the employer in accordance with Education Code Section 22127.1.

18.7.3 Notwithstanding this agreement, the District and the Association understand that no benefits will be paid by STRS in excess of the benefits payable under the laws governing STRS, including any limitations imposed by Section 415 of the Internal Revenue Code of 1986.

18.7.4 Employees wanting to participate in this program should file a Letter of Intent with the Secretary of the Board by October 1, of any school year for a January 1 retirement; and March 1 of any school year for a July 1 retirement. Following Board Approval of their request to participate, employees must retire from their current full-time position prior to January 1 or July 1 of any school year in order to complete their eligibility. The District and the employee, by mutual agreement, may waive the date requirements.

18.7.5 Employer shall remit to STRS, at the time and in the amount determined by STRS in accordance with the Education Code, the cost of the benefits provided under this agreement, including any associated administrative costs.

ARTICLE 18: EARLY RETIREMENT AND PART-TIME EMPLOYMENT

18.7.6 This agreement is made pursuant to Chapter 10.7 of Division 4 of Title I of the Government Code.

18.7.7 Upon execution of this agreement, the Westside School District shall notify all of its certificated employees of this agreement and of their ability, if applicable, to elect to terminate membership in the Public Employees Retirement System within ninety (90) days following the date of notification and to become a member of STRS.

18.7.8 Employer shall provide a signed copy of the agreement to STRS immediately upon signing, at the following address:

Benefits Division  
P. O. Box 15275-C  
Sacramento, Ca. 95851

**ARTICLE 19: EXTENDED YEAR PROGRAMS**

19.0 Extended Year Programs (programs held during scheduled intersessions) will be conducted at the discretion of the District.

19.1 Selection

19.1.1 Potential Extended Year Program vacancies will be posted by the District at each school site 30 days prior to the 1<sup>st</sup> day of each session.

19.1.2 Extended Year Program employees will be employed contingent upon adequate student attendance.

19.1.3 Extended Year teaching positions will be filled based on the following requirements:

- a. Any teacher whom did not teach Extended Year the prior session will have first consideration.
- b. Any remaining positions will be filled based on district seniority.
- c. Individuals employed in an administrative capacity, part-time or full-time, may be placed in teaching positions after all unit members have been placed.

19.1.4 No unit member shall be required to teach Extended Year Program, but priority shall be given to qualified employees before making offers of employment to credentialed qualified candidates from other districts.

19.1.5 Extended Year Program applicants shall be directly notified as to their application acceptance or non-acceptance no later than ten (10) days prior to the first day of the Extended Year Program.

19.2 Work Period

19.2.1 The number of work days and schedule for each Extended Year Program session shall be posted on the position recruitment notice and will include a day of paid preparation time without students.

19.2.2 The work day shall consist of the following:

- a. Partial Day Programs-four and three-fourths (  $4 \frac{3}{4}$  ) hours per day prorated at 5/7<sup>th</sup> daily rate.
- b. Full Day Program-Consistent with regular school schedule at full daily rate.

19.2.3 Continuation of Extended Year Program employment is contingent upon maintenance of sufficient student attendance.

19.3 Compensation

19.3.1 The allocated monies for teacher salaries will equal at least 80% of the principal apportionment intended for the operation of the Extended Year Program-

19.3.2 Extended Year Program teachers will be compensated with a pro-rated share of their daily rate of pay multiplied by the number of days worked. Pay will be received in the pay period immediately following the end of the session worked. If any apportionment, as described in 19.3.1, remains it will be equally distributed between all Extended Year Program teachers based on the number of days worked.

ARTICLE 19: EXTENDED YEAR PROGRAMS

19.3.3 Extended Year Program employees shall only receive the benefits as specifically provided in this Article.

19.3.4 Calculation of sick leave accrual for Extended School Year (ESY), Intercession, Summer Enrichment and Kinder Camp Programs will be based on the following calculation:

- a. # Full Days worked during program x .054 – Sick Leave earned.
- b. Partial day programs will be prorated accordingly.

**ARTICLE 20: SAVINGS PROVISIONS**

If any provision of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**ARTICLE 21: CONCERTED ACTIVITY**

The Association will not engage in strikes, work stoppage, slowdown, refusal or failure to perform job functions and responsibilities, nor will the Association sanction any of the above during the term of this Agreement, so long as the District is negotiating in an effort to reach agreement that is mutually satisfactory to all parties, including compliance with the request of other labor organizations to engage in such activities.

In the event of a strike, work stoppage, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees, in good faith, to take the necessary steps to cause those employees to cease such action.

**ARTICLE 22: CERTIFICATED EMPLOYEE DISCIPLINE**

22.0 Suspension or Dismissal of Certificated Employee

22.1 Notwithstanding any other provision(s) of this Agreement, a unit member shall not be dismissed, disciplined, suspended, reprimanded, reduced in rank or compensation, transferred, reassigned or deprived of any professional advantage without just cause or due process.

22.2 The District shall notify the Association concurrently with notification to the bargaining unit member of any disciplinary action taken or contemplated. Otherwise all information or proceedings regarding any such actual or proposed disciplinary action shall be kept confidential by the District.

22.3 Grounds for Dismissal

22.3.1 Grounds for dismissal of permanent employees shall be those enumerated in Education Code Section 44932. These include immoral or unprofessional conduct, the commission or aiding or advocating the commission of criminal acts, dishonesty, incompetency, evident unfitness for service, physical or mental condition rendering unfitness of the employee to instruct or associate with children, persistent violation or refusal to obey state school laws or regulations of the State Board of Education or by the District's Governing Board, conviction of a felony or any crime involving moral turpitude or alcoholism or other drug abuse which makes the employee unfit to instruct or associate with children.

22.4 Grounds for Suspension

22.4.1 Suspension of a permanent or probationary employee shall also be in accordance with those grounds enumerated in the Education Code 44933. Additionally, Section 44933 allows suspension of an employee on grounds of unprofessional conduct consisting of acts or omissions other than those specified in the dismissal grounds above. Likewise, as stated in Education Code Section 44939, upon the filing of any written dismissal, charges of immoral conduct, conviction of a felony or any crime involving moral turpitude, incompetency due to mental disability, willful refusal to perform regular assignments without reasonable cause as prescribed by reasonable rules and regulations of the employing school district, the Governing Board may immediately suspend the employee from his/her duties pursuant to the provisions found in Education Code 44939 and give notice to him/her of his/her suspension.

22.5 Commission of a Sex Offense or Controlled Substance Offense

22.5.1 In compliance with Education Code Section 44940, whenever any certificated employee is charged with the commission of any sex offense, by information, complaint or indictment filed in a Court of Competent Jurisdiction, the Governing Board shall immediately place the employee on compulsory leave of absence for a period of time extending not more than ten (10) days after the date of the entry of the judgment in the proceedings. This compulsory leave may be extended by the Governing Board beyond the period specified above if the Governing Board gives notice that the employee will be dismissed at the expiration of thirty (30) days from the date of service of notice, unless the employee demands a hearing.



22.6 Administrative Procedure

22.6.1 Except as already specified above, any employee whose work or conduct is of such character as to incur discipline shall first be specifically warned, in writing, by his/her supervisor. Such a warning shall give a reasonable period of advanced warning to permit the employee to correct a deficiency without incurring disciplinary action. The notice of such discipline shall be made in writing and served in person or by registered or certified mail upon the employee. Any written statement of charges of unprofessional conduct or incompetency shall specify instances of behavior and the acts or omission constituting the charge so that the teacher will be able to prepare his defense. It shall, where applicable, state the statutes and rules which the teacher is alleged to have violated, but it shall also set forth the facts relevant to each occasion of alleged unprofessional conduct or incompetency. No report on the fitness of a teacher in a dismissal or suspension proceeding initiated pursuant to Section 44934 shall be received from a statewide professional organization by a governing board unless the teacher shall have been given, prior to the preparation of the report in final form, the opportunity to submit in writing his or her comments on the report and unless a copy of the report in final form is given to the teacher 10 days prior to its submission to the Board.

22.6.2 Any disputes arising out of this Article may be submitted to final and binding arbitration as provided in Article VIII of this Agreement.

22.7 Use of Union Representation

A bargaining unit member is entitled to union representation (use of a conferee) in an action that is investigatory in nature and in any situation that may result in disciplinary action to the bargaining unit member.

ARTICLE 23: CONCLUSION OF MEET AND NEGOTIATE

**ARTICLE 23: CONCLUSION OF MEET AND NEGOTIATE**

Each year that negotiations are required, the Westside Union Teachers Association shall submit its contract proposal to the School District by January 15.

During the years that negotiations are required, the Westside Union School District shall submit its contract proposal to the WUTA (Association) by February 15.

**ARTICLE 24: YEAR ROUND SCHOOL**

24.1 Calendar

The Year-Round School Year shall include one hundred eighty (180) instructional days on the YRE schedule, three (3) days; (two staff institute days/one building management day) just prior to the beginning of each track's first session, and three (3) inservice training days to be scheduled by negotiated agreement during the course of the school year. In the instances of all new staff, a "first year" orientation day shall be conducted prior to the beginning of the three(3) days; (two staff institute training days/one building management day). The employment calendar for all returning teaching staff shall be one hundred and eighty-four (184) days.

The employment calendar for all first year teaching staff shall be one hundred and eighty-five (185) days.

24.2 Days and Hours of Work

24.2.1 The instructional day for unit members working on the year-round educational schedule will be adjusted to meet the minute requirements for longer day/longer year. (EC 46200, 46201 and EC 37670)

24.2.2 Conference days/pupil free days will be included in each track of year-round education.

24.2.3 When tracking-out, unit members will be provided two minimum days and custodial assistance when required to move.

24.2.4 YRE unit members who are "off track", shall not be required to attend any meetings.

24.3 Staff Development

24.3.1 All unit members shall have equal access to staff development. Staff development programs shall be offered as often as possible.

24.3.2 No unit member shall be required to attend staff development sessions when they are "off track".

24.4 Communications

24.4.1 All bulletins and information given to "on track" unit members shall be maintained in a school site reading file. Unit members are responsible for reading information filed in the reading file.

24.4.2 Critical notices of immediate importance will be mailed to the homes of unit members who are "off track". The school site administrator will determine the importance of such material.

24.4.3 Minutes shall be kept of all faculty meetings and shall be filed in the school site reading file and shall be available for unit member review. Unit members will not be required to write the minutes.

24.4.4 The school site reading file will be updated on a bimonthly basis to coincide with each faculty meeting.

#### 24.5 Track Assignments

24.5.1 Teaching assignments for each track will be made by the site administrator after conferring with his/her staff.

24.5.2 Unit members who have spouses in YRE will be placed on the same track, whenever possible.

A unit member's children will be placed on the same track at a different school from their parent's employment, when requested. (In the instance of other schools not being on the same track as the employee, this provision is null and void.)

24.5.3 All site openings, occurring after track assignments are agreed upon, will be posted as to grade level and track assignment. Article X will be followed in filling vacancies in the YRE program.

24.5.4 The district shall make an effort to balance the tracks at each school site equally with regard to the following:

- a. Class size - within two (2) students per grade level.
- b. RSP
- c. LEP, ESL
- d. Chapter I
- e. Speech/Language
- f. Health Services

#### 24.6 Transfers/Reassignments

##### 24.6.1 Voluntary Transfers

24.6.1.1 A transfer shall be defined within this article to mean the movement of a unit member to a different track sequence at his/her existing site or at different work sites.

24.6.1.2 The movement from one subject area or grade level to another subject area or grade level within the unit member's existing track sequence at the same site, is a reassignment, covered in Article X of this agreement.

24.6.1.3 A unit member on YRE schedule may submit to the District a request for transfer or reassignment in accordance with Article X. Such request may be submitted at any time and will expire on June 30.

##### 24.6.2 Involuntary Transfers/Reassignments

24.6.2.1 Involuntary transfers/reassignments will be made in accordance with provisions in Article X. If transfer becomes necessary under the terms of this article, the District shall first actively seek volunteers willing to accept a transfer and/or reassignment.

24.6.3 Vacancies

24.6.3.1 Vacancies in YRE teaching positions will be filled in accordance with Article X. Notifications will be mailed to all unit members who have an active transfer/reassignment request on file.

24.6.3.2 No assignment to fill a vacancy shall be made until after the closing date for applications.

24.7 Room Assignments

24.7.1 Unit members shall be assigned, whenever possible, to a single work site (school).

24.7.2 The District shall make every reasonable attempt to avoid assigning unit members to an assignment which requires room changes within the instructional session.

24.8 Substitutes

24.8.1 Unit members who are "off track" will be permitted to substitute for "on track" teachers.

24.8.2 Unit members who wish to substitute during their Intersessions are entitled to substitute in those classrooms they are credentialed.

24.8.3 Unit members shall be compensated ten dollars above the highest substitute pay authorized for the substitute assignment.

24.8.4 Unit members who wish to be called as substitutes during their Intersessions must submit their names to the Personnel Office prior to going on each Intersession.

24.8.5 Unit members who are on the substitute list will be given the first right of refusal.

24.8.6 Unit members who decline three substitute assignments will be removed from the substitute list for the remainder of the Intersession.

24.8.7 Substitute assignments will be made on a fair and equitable basis and shall not be in increments of less than one half (1/2) day duration.

24.9 Flexible Schedule

24.9.1 Exchange Days

24.9.1.1 A unit member teaching in an "on track" assignment may be permitted to exchange up to a full intersession. The unit member accepting the exchange assignment must be properly credentialed and possess similar experience as the teacher being relieved. Teachers considered for exchange may be on an "off track" assignment or on a break from the traditional calendar.

24.9.1.2 An exchange agreement may be negotiated between two teachers. Approval for the exchange must be given by the school site administrator. If the exchange days are denied, the unit member may appeal, in writing, to the Superintendent.

## ARTICLE 24: YEAR ROUND SCHOOL

24.9.1.3 The District shall be notified by the "on track" teacher five (5) days prior to the exchange period. Such arrangements shall not impact other leaves set forth elsewhere in this contract. The District may agree to waive the five (5) day notice requirement on a case-by-case basis.

24.9.1.4 It shall be the responsibility of the unit members who agree to exchange to fulfill their obligations as agreed.

24.9.1.5 A unit member may utilize an exchange agreement a maximum of two (2) times in a school year.

### 24.9.2 Intersessions

24.9.2.1 A unit member's contract may be extended, by mutual consent, for up to forty-five (45) additional days for intersession instruction on a special program assignment. Intersession compensation shall be based on the daily rate of the unit member.

24.9.2.2 No unit member shall be required to teach intersession programs; but priority shall be given to current unit member applicants before making offers of employment to credentialed qualified non-unit member candidates.

24.9.2.3 Intersession assignments designed for make-up work shall include no more than three (3) grade levels per assignment and no more than thirty (30) students per teacher.

24.9.2.4 Intersession programs will be designed by the school district. Cooperative efforts may be arranged for teachers to design an intersession course of study. In the instances of cooperative efforts to design a course of study, the Assistant Superintendent, Educational Services, will supervise and approve the course of study.

24.9.2.5 Potential vacancies for District designed intersession programs will be posted by the District in accordance with Article X.

### 24.10 Special Programs

24.10.1 The Contract for unit members assigned to the RSP Program at a multi-track YRE school may be extended for forty (40) days, including (4) days for consultation. In the event the unit member chooses not to work these days, that position will be posted in order for "off track" and other unit members, who are qualified, to apply.

24.10.2 It is the unit member's responsibility to notify the Principal within twenty (20) working days of the proposed time, if he/she does not plan to work the extra forty (40) days cited.

24.10.3 All Resource, P.E., Music, Computer, Home School, Library, Speech Therapist and Nurses' schedules will be mutually agreed. In the instance where a scheduled assignment cannot be filled by mutual agreement, the district administration will make an assignment. (This section pertains to basic 182 day work year.)

24.11 Working Conditions

24.11.1 Each unit member on a YRE track who is subject to movement from one room to another room will be provided with a locked storage cabinet. When a move is necessary, the storage cabinet will be moved by district personnel.

24.11.2 Each classroom will have an inventory of all equipment and instructional materials that are permanently housed in that classroom. Unit members are responsible for keeping the classroom inventory up-to-date. At the conclusion of the semester/intersession, the unit member must account, on a district provided form, for all materials and equipment.

24.11.3 All year round classrooms and other inside areas used by students and teachers will have properly functioning cooling and heating systems.

24.11.4 Notice that a change in schedule for a school that is under consideration shall be given to the Association and unit members on or before a final decision is made to move from regular to year round, or from one year round system to another. This notice shall be given in a timely manner, allowing for negotiations or input, as appropriate.

24.11.5 Unit members will be notified prior to the last day of their current track assignment of their tentative assignments, i.e., track, grade and subject, for the following year. They will be promptly notified of subsequent changes in their assignments.

24.12 Evaluation Procedures (Article XII)

24.12.1 Unit members, teaching in a multi-track YRE program, shall select or develop tentative instructional goals and objectives for each school year. Said goals and objectives are to be submitted to the evaluator for approval no later than thirty(30) instructional days from the beginning of his/her initial track session each year.

24.12.2 All other provisions of Article XII (Evaluations) shall apply to the evaluation of unit members on a YRE schedule.

24.13 Rotation/Rover

If overcrowding requires that more than one unit member be assigned to a classroom, the Rotation system, or the Roving system, shall be used.

24.13.1 Rotation is defined as a system of room sharing where unit members going off track release their room to a unit member coming on track. Unit members coming on track are assigned a different classroom than the one they had during the previous track. Unit member change rooms each time they return from break.

24.13.2 Roving is defined as a system of room sharing where unit members going off track release their room to a Roving unit member. When the unit member comes back on track, they return to their regular classroom and the Roving unit member moved again.

24.13.3 First year, Kindergarten and combination class teachers shall not serve as Rovers. Rovers maybe chosen on a voluntary basis. If there are insufficient volunteers, a unit member shall be assigned as a Rover for a maximum period of one (1) year.

## ARTICLE 24: YEAR ROUND SCHOOL

24.13.4 Unit members serving as Rovers shall not be assigned bus, yard or detention duty. They shall be released from all bulletin board responsibilities.

24.13.5 A unit member may volunteer to be a Roving teacher.

### 24.14 Salary

24.14.1 Step and column advancements, anniversary and Master's stipends will be effective July 1. Proof of all units for column changes must be verified in the District Office with official transcripts prior to September 10. If official transcripts are not available by this time, the employee will sign an affidavit to affirm course completion and a passing grade. The employee is responsible to submit the transcript at the earliest possible date and no later than January 1.

### 24.15 General Provision

24.15.1 No unit member shall be required to teach more than the number of instructional days and minutes in the traditional program.

24.15.2 Unit member agreeing to extend their instructional days and minutes will be given first consideration for placement in available positions.

24.15.3 No unit member will be required to write lesson plans or give grades for any classes or tracks other than those assigned.

24.15.4 All staff and schedule/calendar changes relating to year round school shall be subject to negotiation.

24.15.5 Release time/student free days will be provided for unit members involved in year round planning before the individual school programs are adopted.



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**ARTICLE 25: ORGANIZATIONAL SECURITY**

- 25.1 Upon notification from the Association to the District of a unit member's decision to become a member of the WUTA/CTA, the District shall commence payroll deduction of the member's membership dues. The District shall deduct one-twelfth (1/12) of such dues from the regular salary check of the unit member each month for twelve (12) 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.
- 25.2 With respect to membership dues deducted by the District pursuant to the section above, the District agrees to promptly remit such monies to the Association.
- 25.3 The Association agrees to furnish any information needed by the District to fulfill the provision of of this Article.

**ARTICLE 26: SPECIAL EDUCATION**26.1 Local Plan Development

The development and/or updating of the Special Education Local Plan (SELP) is the responsibility of the A.V. SELPA. The school district has the responsibility to implement the SELPA Plan. The school district will recruit regular and special education classroom teachers as requested by the SELPA Committee. Bargaining unit members shall be released from their regular duties to participate as necessary.

26.1.2 When developing and/or updating the SELPA Plan, the SELPA Committee will be requested to solicit the opinions of bargaining unit members whose duties may be impacted by the proposed plan or revisions thereto.

26.2 Community Advisory Committee

26.2.1 Unit members shall serve on the District's Community Advisory Committee (CAC). The selection process for these unit members shall be in cooperation with the Association and the District. Bargaining unit members shall be released from their regular duties without loss of compensation. Should any CAC meetings be conducted in the evenings, bargaining unit members are not required to attend.

26.3 Individual Education Plan

26.3.1 Bargaining unit members, whose service on Individual Educational Program planning teams require them to conduct pupil assessment, may be granted release time from their regular duties to complete necessary assessments and reports. Unit members shall be granted an established day in order to formulate, revise and conduct I. E. P. meetings.

26.3.2 Bargaining unit members, whose duties would be impacted by an Individual Educational Program, shall be invited to participate on the team responsible for developing, reviewing, and revising such program. The district may provide the unit member with release time when an I.E.P. is scheduled during school hours. Unit members involved in the development of an I.E.P. after 3:15 p.m. shall receive hourly compensation equivalent to Independent Study hourly pay.

26.3.3 As soon as special education placement information is available, the District shall provide the information about an individual student with exceptional needs to the unit member in whose class the student is placed.

26.4 Fair Hearings

26.4.1 When a unit member is required to participate in a Fair Hearing or any other “due process” procedure, the District provide the unit member with release time without loss of compensation. If the Fair Hearing is held after regular hours of employment, unit members shall be provided compensatory release time at a time mutually acceptable to both the unit member and the school site administration.

26.4.2 Counsel retained to represent the District in any such Hearing shall consult with the unit member regarding preparation for the Hearing.

26.5 Instructional Aide Time

The District shall provide not less than one instructional aide to assist each unit member assigned to a special education class. The instructional aide shall be provided during the entire length of the instructional period whenever possible.

Both parties agree that the 6-hour aide allocation per day may be utilized with flexibility to best meet the needs of the program when agreeable by site administration and teacher.

The total number of support hours per day would remain equivalent but could be used with overlapping times eliminating coverage for a portion of the day.

26.6 Staff Development

26.6.1 The staff development programs shall be designed by a committee, the majority of which shall be appointed by the Association. Unit members designated to design staff development programs shall be released from their regular duties for that purpose without loss of compensation.

26.6.2 Unit member's participation in staff development programs shall be released from their regular duties without loss of compensation.

26.6.3 Whenever possible, unit members shall be trained in the instruction of new educational modes before these modes or programs are implemented in district special education activities.

26.7 Special Education Transfer (health related problems)

Unit members whose health conditions warrant a change of assignment may receive special consideration for a change of assignment designed to facilitate an improvement in their physical or mental health condition.

26.8 Full Inclusion

Full inclusion exists when pupils with severe disabilities attend general education classes (with or without District RSP/SDC assistance) in their home or assigned District school in lieu of a more restrictive environment for which they qualify.

26.8.1 Any site impacted by full inclusion shall organize a site team composed of the unit members referenced in the IEP's (Individual Education Plan) of the impacting IWEN (Individual with Exceptional Needs) and the site administrator for the purpose of coordination, supporting, and evaluating the implementation of the student's/students' plan/plans.

26.8.2 A Full Inclusion Planning Team, consisting of the SDC (Special Day Class) and/or RSP (Resource Specialist Program) teachers and the general education teachers with identified full inclusion pupils shall be organized at each site with identified full inclusion pupils.

26.8.3 Sites shall be provided with funds to support planning and implementation of full inclusion.

26.8.3.1 For each full inclusion student the IEP team will develop a plan for staff support

ARTICLE 26: SPECIAL EDUCATION

including training and implementation of the program for the IWEN. If cost exceed those provided by SELPA funds an allocation of up to \$1000.00 will be provided by the District for additional support.

26.8.4 Unit members referenced in the IEP of any IWEN identified as fully included shall be provided additional preparation time during their regular school hours to prepare for implementing the requirements of the IEP.

26.8.5 The District shall seek waivers from the State Board of Education to maintain IPSUs (Instructional Personnel Service Units) for IWENs who are fully enrolled in a general education classroom so as not to lose special education support funding.

26.8.6 The case loads of SDC and RSP unit members shall reflect all fully included IWENs in which the unit member is referenced in the IEP, and shall not be larger than SDC/RSP caseloads without fully included IWENs.

26.8.7 Release time of one day per month shall be allocated to all unit members who are IEP referenced teachers of identified full inclusion pupils to provide planning time with District full inclusion support personnel.

26.8.8 Staff Development/training shall be provided for unit members with identified full inclusion pupils. Such staff development/training shall be on release time or compensated at the unit member's hourly rate of pay. (As defined in Appendix C)

26.8.8.1 The training shall include:

- (a) Description/implications of the disability;
- (b) Modification to the curriculum, instruction, and physical facility;
- (c) Remediations needed;
- (d) Physical needs.

26.8.8.2 Any unit member's assignment that necessitates: the performance of toileting, or any activities involving human fluids, physical lifting of students, as well as the monitoring or administering of medications, shall be provided with training and adequate support.

26.8.8.3 Unit members required to attend planning/conferences meetings with parents, guardians, or representatives of fully included IWENs beyond one hour per month shall be compensated at their hourly rate of pay.

26.8.8.4 Unit members referenced by full inclusion shall be provided specialized training necessary for successful implementation. Such training shall be at the unit member's request and with release time or at the substitute daily rate. (Prorata if less than four hours.)

26.8.9 Full included IWENs shall be assigned to age appropriate general education classes.

26.9 Mainstreaming exists when pupils with disabilities attend age-appropriate regular education classes while enrolled in special education. Any class to be significantly impacted by mainstreaming shall be provided support in the classroom.

26.9.1 "Significant impact" and "additional support" will be determined on a case by case basis

ARTICLE 26: SPECIAL EDUCATION

between the regular classroom teacher, special education teacher and site administrator and/or the IEP team.

26.9.2 Significant impact may include, but is not limited to: the number of special education students, the severity of the special education students.

26.9.3 Additional support may include, but is not limited to: modeling, instructional aide time, teacher time, and staff development.

**ARTICLE 27: JOB SHARING**

27.1 “Job sharing” shall refer to two (2) unit members sharing one (1) full-time teaching assignment. In no event may more than two (2) unit members share one (1) full-time teaching assignment in any school year.

27.1.1 If two (2) unit members are interested in participating in a job-sharing assignment for the following school year, they must submit their proposal for a job sharing assignment on the district form (Appendix G) to the site or program supervisor of the schools program no later than February 1. The teaching plan will include a statement of extra duty assignments/meetings. A job sharing assignment shall be for a period of one (1) school year only. A new proposal must be submitted each year.

27.1.2 The supervisor will review the proposal and forward the proposal to the superintendent by February 15.

27.1.3 If the job sharing plan is approved by the superintendent, a job-sharing agreement between the two (2) job-sharing unit members and the District must be finalized no later than April 15.

27.1.4 Each job-sharing unit member’s salary, employee benefits, and authorized paid leave of absence days shall be prorated based on the contracted time each unit member works in the job-sharing assignment. Prorated service credit will be applied at the end of each contracted period (reference 7.3.2.3). In accordance with contracted section 7.3.2.1 credit toward salary step increases will be applied to the unit members’ salary upon completion of the equivalent of one year service.

27.1.5 In the event that a job share must be dissolved, the following guidelines will apply:

c. Mid-Year Dissolution

If one job-share partner must leave the assignment after the start of the school year and prior to the end of the school year, the remaining partner may choose to become a full-time employee for the remainder of the year. That employee would then receive full pay and benefits. Service credit would be determined in accordance with 7.3.2.1.

If the remaining partner does not wish to become a full-time employee, the District will make every attempt to hire a new job-share partner as soon as possible. If a discrepancy in time is unavoidable, the remaining partner may choose to work full-time for that period of time at his/her daily rate or a substitute teacher will be hired. Lesson plans will be the responsibility of the remaining teacher during this time. Benefits will not be paid at the full-time cap unless the teacher works full-time for the one or more school months.

b. End-of-Year Dissolution

If one or both of the job-share partners do not wish to continue in a job-share position for the next school year, the partner with the most district seniority has the option of retaining the current assignment as a full-time position. The district retains its right to transfers or reassignments under Articles 10.6 and 10.8.

The partner with less seniority will be reassigned/transferred based on district open positions and his/her employment status (i.e. 50%). The partner with less seniority may choose to put in a transfer request for open positions prior to a District initiated transfer or assignment.



**ARTICLE 28: CREDENTIALING COMPLIANCE**

28.1 SB1969 added section 44253.10 to Education Code pertaining to ELD/SDAIE (English Language Development/Specially Designed Academic Instruction in English)

28.2 Westside Union School District will accept the following training to meet the criteria for a District certificate to satisfy the requirements of SB1969.

28.2.1 Staff development with SDAIE.

28.2.2 Consortium with AV District.

28.2.3 Language solutions (Spanish).

28.2.4 CTA Course.

28.2.5 College coursework: Grad/Undergrad, Multicultural, Language, Non-verbal, Sign Language, Technology.

28.3 Assignments to teach in a SDAIE class to LEP students may be teachers:

28.3.1 Who have:

- (A) Taught at least nine years.
- (B) Certified teaching experience and/or training with LEP (Limited English-Proficient) students subject to verification.
- (C) Completed a total of 45 hours of staff development in SDAIE training and received a District Certificate of Completion.

28.3.2 Who were permanent as of January 1, 1995, who have completed 45 hours of staff development in SDAIE by January 1, 1998 and are authorized to teach subjects of his/her basic credential.

28.4 Assignments to teach SDAIE or ELD (English Language Development) in self-contained classroom may be made to teachers:

28.4.1 Who have:

- (A) Taught at least nine years.
- (B) Certified teaching experience and/or training with LEP (Limited-English-Proficient) student subject to verification.
- (C) Complete a total of 45 hours of staff development in SDAIE training and received a District Certificate of Completion.

28.4.2 Who have:

- (A) Taught less than nine years, or taught at least nine years but cannot certify teaching experience and/or training with LEP students.
- (B) Completed an additional 45 hours in ELD training (total of 90 hours).
- (C) Additional three years which may be utilized to complete this staff development after the 45 hours in SDAIE training.

ARTICLE 28: CREDENTIALING COMPLIANCE

28.4.3 Provisionally who are pursuing any training under SB1969 during the period allowed to acquire that training and the awarding of the certificate of completion.

28.5 Assignments to teach in a SDAIE, ELD, Bilingual/Bicultural Classes may be made to teachers:

28.5.1 Who were employed in California as of January 1, 1995.

28.5.2 Who hold the appropriate BCLAD/CLAD credential.

28.6 These staff development hours may be used as part of a teacher's individual program of professional growth for the renewal of one or more teaching credentials if it is included in their personal plan.

28.7 College coursework that is applicable to this certificate shall be deemed acceptable for salary movement.

28.8 The District will reimburse unit members for course registration and material costs upon completion of the course with a grade of C or better, or with certificate of completion. Request for reimbursement upon completion must be submitted prior to the start of the class to the Assistant Superintendent of Educational Services.

28.9 Unit members who qualify for the provisions of SB1969 and who elect to take the necessary tests to obtain CLAD/BCLAD certification will be reimbursed for the test fee upon passage of it. Request for reimbursement upon passage must be submitted prior to the test to the Assistant Superintendent of Educational Services.

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**ARTICLE 30: SPECIAL ASSIGNMENT PAY**

PHYSICAL EDUCATION COORDINATOR

The Physical Education Coordinator shall receive an additional \$1,606.51/year added to the base salary.

Consulting Teacher PAR

Teachers who serve as a Consulting Teacher/Support Provider to a teacher referred to PAR shall receive \$2,500 per semester for 60 hours of direct service or up to \$5,000 for 120 hours of direct service for the year.

Instructional Leaders

Instructional Leaders will receive a \$1500.00 annual stipend and will be expected to attend one professional development day per quarter (regular school days with substitute provided) , attend one meeting per month (not to exceed 2 hours), lead professional development (not to exceed two hours per month), and will be compensated the agreed contractual hourly rate for any trainings/meetings that exceed the agreed upon limits. Instructional Leader meetings are considered additional meetings that do not encroach on the maximum 2 meeting requirement noted in Article 5.3. Instructional Leader meetings do not replace or excuse members from their regular site meetings or activities.

FACILITATORS FOR PROFESSIONAL DEVELOPMENT

The parties agree that future opportunities for staff to serve as facilitators for professional development within WUSD will follow the following procedures:

- A job posting will occur that follows current district practice (edjoin, timeline, posting at site)
- Information listed on the job posting will include the total hours of presentation time and total hours of paid preparation time
- Presenters will be paid at the contractually agreed upon hourly rate of pay
- Request for presenters will require prep hours to be included in the proposal

HEAD TEACHER

Teachers designated as school site Head Teacher shall receive an additional \$3,027.26/year added to the base salary.

When a Head Teacher position becomes vacant, the Head Teacher position will be advertised soliciting all interested "on-site" applicants. The Principal will interview all applicants and make his/her selection on the basis of the most qualified applicant.

Head Teacher Duties

Under specific direction of the site administrator, to act as administrative-designee in the absence of the Principal. When the Head Teacher is required to be away from their classroom for 1/2 day or longer, a substitute will be secured for their classroom.

Duties may include:

1. Handling emergencies involving students, parents or staff members until the Principal or other Administrator can be contacted.
2. Making necessary school schedule adjustments to accommodate daily problems.
3. Coordinating materials and equipment use on a daily basis.

4. Related duties, as assigned or necessary.
5. The Head Teacher shall at no time be involved in the evaluation of certificated staff.

#### BILINGUAL/BICULTURAL PROGRAM FACILITATOR

Certificated Teachers who are recruited to serve as school site Bilingual/Bicultural Program Facilitators are required to possess one of the following credentials:

- a. Language Development Specialist Credential
- b. California Bilingual Certificate of Competence

Should a Certificated Teacher accept employment as a Classroom Teacher with an "in addition" duty assignment as school site Bilingual/Bicultural Program Facilitator, that teacher shall be paid a yearly stipend of \$603.41 in addition to their yearly contracted salary. Facilitators, who work beyond the regular duty day, will be compensated at their hourly rate of pay.

Certificated Teachers who accept the "in addition" duty assignment as Bilingual/Bicultural Program Facilitator, who do not possess an appropriate credential, must agree to pursue a course of study that will result in the award of the required credential.

Should a Bilingual/Bicultural Program Facilitator not satisfactorily complete the course of study for the required credential, he/she will be obligated to pay back the stipends received during their uncredentialed service.

Facilitators duties are:

1. Assisting the school district in the implementation of the Bilingual/Bicultural Program at their school site.
2. Conduct the NES/LES Testing Program at their school site.
3. Provide classroom Bilingual/Bicultural aides with required inservice training activities. Inservice materials and programs will be provided by the district.

Facilitators are to be provided 1/2 day of release time per week. Substitute teacher coverage will be provided by the district.

#### HOURLY RATE OF PAY

Members of the Bargaining Unit assigned outside of their regular teaching assignment as Home/Hospital, Independent Study, Tutorial Program, Districtwide Committee, and Detention Teachers shall be paid at an hourly rate of \$45.00. This may also be used to pay teachers for approved non-work day trainings offered by the district, up to a maximum of 6 (six) hours per day.

#### EMERGENCY COVERAGE PAY

Middle school unit's members who substitute during their preparation period or elementary unit members who assume students from another class because of the absence of a unit member for whom a regular substitute employee cannot be retained will be compensated. Middle school teachers will be compensated

ARTICLE 30: SPECIAL ASSIGNMENT PAY

at the rate of 1/5 of the daily substitute rate. Elementary teachers will be compensated at the daily substitute rate divided by the number of teachers involved in the split. This provision will be applied only when regular substitute employees cannot be retained for authorized absences from work.

1/6<sup>TH</sup> PAY

Any regular education teacher teaching on his/her preparation period, with district approval will be paid 1/6<sup>th</sup> of their daily rate of pay for (each) semester unless a new position is created and filled by a unit member to alleviate the overcrowding or unless there is a significant decline in attendance. ED/SH teachers teaching on their preparation period with District approval, will be paid 1/6<sup>th</sup> of their daily rate of pay.

ANNUAL STIPENDS:

\$3000.00 annual stipend per speech teacher. Those with the appropriate preliminary or clear credential will continue to receive their annual \$1,750 stipend in addition to the \$3000.00 per speech teacher stipend.

\$2500.00 will be given to those teachers with National Board Certification\*

\$2500.00 will be given to those teachers who have earned a Doctorate Degree

\$1750.00 will be given to Special Education teachers who meet all of the following requirements:

- Hold the appropriate preliminary or clear special education credential
- Teach in a special education position
- Highly qualified teacher.
- CLAD or its equivalent (if required for assignment)

\$1750.00 will be given to UPK teachers who meet all of the following requirements:

- Hold the appropriate preliminary or clear credential
- Meet requirements of at least 24 units in Early Childhood Education or have been grandfathered in by teaching TK on or before July 1, 2015
- Teach in a UPK position
- CLAD or equivalent

Those meeting the criteria after the school year has started will receive a pro-rated amount.

**Extra Curricular Activities**

<b>Activity</b>	<b>\$ Per Unit</b>	<b># Weeks</b>	<b>Reg. Season + Tourn. Total</b>
<b>Volleyball</b>	\$225.00	6	\$1,350
Girls 6/7			
Girls 8			
Boys 6/7			
Boys 8			
<b>Soccer</b>	\$225.00	6	\$1,350
Girls 6/7			
Girls 8			
Boys 6/7			
Boys 8			
<b>Basketball</b>	\$225.00	6	\$1,350
Girls 6/7			

ARTICLE 30: SPECIAL ASSIGNMENT PAY

Girls 8			
Boys 6/7			
Boys 8			
<b>Cross Country</b>	\$225.00	6	\$1,350
Girls 6,7,8			
Boys 6,7,8			
<b>Track &amp; Field</b>	\$225.00	6	\$1,350
Field Events 6,7,8			
Track Events 6,7,8			
<b>Yearbook Advisors 6,7,8</b>	\$45.00	33	\$1,485
<b>Music Teachers Band/Chorus</b>	\$45.00	33	\$1,485
<b>District Approved Clubs/Org. &amp;</b>	\$45.00	Agreed upon number of weeks	
<b>Approved Activities</b> (May include but not limited to the following examples): Robotics, Cheer, Dancing Feet, Geography Bee, Student Council, CJSF, Model UN			
Special Activities/Competitions outside of school day	\$135.00		
Special Activities/Competitions outside of normal day-out of area	\$270.00		
<b>Special Trips/Excursions 6,7,8</b>	\$90.00		
Overnight			

**ARTICLE 31: TERM**

This current contract shall be extended through June 30, 2025, and remains in full force and effect after expiration until a successor agreement is in place.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By:

By:

\_\_\_\_\_  
Steve DeMarzio  
President  
Westside Union School District

\_\_\_\_\_  
Ellen Grove,  
President  
Westside Union Teachers Association

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By:

By:

\_\_\_\_\_  
Regina L. Rossall,  
Superintendent  
Westside Union School District

\_\_\_\_\_  
Russell Warden,  
Negotiations Chair  
Westside Union Teachers Association



APPENDIX A1: WUTA SALARY SCHEDULE



APPENDIX B2: REQUEST FOR APPROVAL OF DISTRICT GROWTH UNITS FOR BTSA

WESTSIDE UNION SCHOOL DISTRICT  
REQUEST FOR APPROVAL OF DISTRICT GROWTH UNITS FOR  
BTSA

**ARTICLE XVI: PROFESSIONAL GROWTH**

*16.2 Those bargaining unit members who possess Life Diplomas, Single Subject Credentials- Clear (issued for life); Multiple Subject Credentials – Clear (issued for life); will participate in professional development activities by completing one or a combination of the activities listed below each five (5) year period:*

*16.2.3 Participation in any of the following leadership assignments:  
A. Mentor Teacher/**BTSA***

*Assignments to leadership positions are determined by the building site administrator. To earn District Growth Units pursuant to this subdivision, a unit member must submit a district approved form to the administrator of the Human Resources Department no later than May 1<sup>st</sup> of the school year in which member served as grade level or department chairperson.*

Submit one copy of this form to the HUMAN RESOURCES DEPARTMENT. Retain a copy for your records.

PRINT NAME \_\_\_\_\_ SITE \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_

SCHOOL YEAR \_\_\_\_\_

\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Administrator Signature Date

.....  
Do Not Write Below This Line – For Human Resources Dept. Use

DATE RECEIVED \_\_\_\_\_ BY \_\_\_\_\_

EMPLOYEE RECORD UPDATED \_\_\_\_\_

**WESTSIDE UNION SCHOOL DISTRICT  
REQUEST FOR APPROVAL OF DISTRICT GROWTH UNITS FOR GRADE LEVEL/DEPARTMENT  
CHAIRPERSON DUTIES**

Article 16.2.5 District Growth Units

Bargaining unit members may earn two (2) District Growth Units (a District Growth Unit is equal to one semester unit of upper division college/university unit) per School Year for serving as a Grade Level/Department Chairperson.

Assignments to leadership positions are determined by the building site administrator. To earn District Growth Units pursuant to this subdivision, a unit member must submit a district approved form to the administrator of the Human Resources Department no later than June 30<sup>th</sup> of the school year in which member served as grade level or department chairperson.

Submit one copy of this form to the HUMAN RESOURCES DEPARTMENT. Retain a copy for your records.

PRINT NAME \_\_\_\_\_ SITE \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_

SCHOOL YEAR \_\_\_\_\_

\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Administrator Signature Date

.....  
Do Not Write Below This Line – For Human Resources Dept. Use

DATE RECEIVED \_\_\_\_\_ BY \_\_\_\_\_

EMPLOYEE RECORD UPDATED \_\_\_\_\_

## APPENDIX C: 1193 STAFF DEVELOPMENT

The District agrees to offer staff development opportunities for all members of the bargaining unit for a maximum two days outside of the instructional calendar and/or the instructional day. Staff development activities will be offered within the district that will allow per diem for each unit member for activities held on August 9, 1999 and June 23, 2000. Additionally, Departments, grade levels, or schools of the District may elect to plan other programs that meet the legal requirements of this legislative program with approval of the District.

Unit members will be paid on the basis of their daily rate, pro-rata for overall income for this program. Members will submit a District approved form (included with this Appendix) for pay under this program by June 30<sup>th</sup> of each school year.

To obtain payment under this program, bargaining unit members must complete increments of six hours and forty-five minutes (or 6.75 hours) of training for one daily unit of pay contingent on state funding requirements. Increments totaling less than six hours and forty-five minutes (or 6.75 hours) will not be eligible for payment.

APPENDIX D: M.O.U. – JOB SHARE FORM

**Proposed to Share One Teaching Assignment:** \_\_\_\_\_ **School Year (Article XXVII)**

Name \_\_\_\_\_ Name \_\_\_\_\_

Site \_\_\_\_\_ Grade Requested \_\_\_\_\_

Percent of full-time requested for each partner:

Name \_\_\_\_\_ Requests \_\_\_\_\_ %

Name \_\_\_\_\_ Requests \_\_\_\_\_ %

(Benefits will be prorated based on amount of teaching contract for each partner)

1. Days will be shared per attached district calendar.
2. Extra duty assignments will be shared per school practice as follows:  
\_\_\_\_\_  
\_\_\_\_\_
3. Partners will/will not (circle one) substitute for each other during the year. We understand that for days subbed, we will receive the current rate for Westside Teachers (\$120 per day.)
4. Partners will share District Parent/Teacher conferences as follows:  
\_\_\_\_\_  
\_\_\_\_\_
5. It is recommended that partners will both attend the first day of school. The schedule of two evening school meetings Or activities shall be shared equally between the partners per Article 5.3 (two each).
6. In the event of a long-term illness or disability, the partners agree to:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**Form to be submitted to Site Administrator by February 1<sup>st</sup>.**

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APPENDIX F: T.A. – ARTICLE 4-EMPLOYEE BENEFITS, ARTICLE 5-DUTY HOURS, ARTICLE 7-SALARY, ARTICL 10-TRANSFERS AND REASSIGNMENT ARTICLE 14-CLASS SIZE, ARTICLE 30-SPECIAL ASSIGNMENT PAY, MOU'S – UNDERSTANDING SPECIAL EDUCATION AND UNDERSTANDING AUTISM PROGRAM & 2025-26 CALENDAR