

TENTATIVE AGREEMENT
(RESULTING FROM 2022-2023 NEGOTIATIONS)
REGARDING
THE COLLECTIVE BARGAINING AGREEMENT
(July 1, 2022-June 30, 2025)
BETWEEN
WESTERN PLACER UNIFIED SCHOOL DISTRICT (District)
AND
WESTERN PLACER TEACHERS ASSOCIATION (WPTA)

The Western Placer Unified School District (“District”) and the Western Placer Teachers Association (“WPTA”) collectively referred to as the “Parties,” enter into this agreement and agree as follows:

AGREEMENT

1. This agreement shall be in effect upon signature by both parties, ratification by WPTA members, and Board of Trustees approval.
2. Article VII: Unit Member Hours shall be revised as follows:

UNIT MEMBER HOURS CHART

Grade	Student School Day		Unit Member Regular Work Day		
	Minimum Student Instructional Minutes Absolute Daily / Daily / Annual <small>per Ed Code: 46111-46114, 46117-46119, 46141-46142, 46145, 46147, 46170, 46201.5, 46206-46208, 46300(e), 48400, 48433, 51745, 51746</small>	Regular School Day	Minutes before School Day	Prep during School day	Minutes after School Day
TK	60/180/36,000	8:00-11:20 8:15 - 11:20 11:20 - 2:40	30	0	See 6.a.ii
K	60/180/36,000	8:15 - 1:40	30	0	95
1-3	170/230/50,400 10-day average	8:15 - 2:40	30	170 mins weekly	35

4-5	180/240/54,000 10-day average	8:15 - 2:40	30	215 mins weekly	35
1-5 Music/ Science		8:15 - 2:40	30	200 mins weekly	35
6-8*	180/240/54,000 2-day average	8:15 - 2:55	30	At least five (5) unassigned periods weekly	20
9-12	180/240/64,800 2-day average	8:30 - 3:30	30	At least five (5) unassigned periods weekly	0

*6th grade daily instructional minutes are aligned with grades 4 & 5, and are averaged using a 10-day average

6. Preparation time is the opportunity for teaching unit members to complete the following activities, including but not limited to: meet with students, conference with parents in person or virtually, collaborate with other educational professionals, plan lessons, grade student assignments, and participate in other professional activities which benefit their assignment, including mutually agreed upon discussions to implement the evaluation process as described in Article XII.
 - a. Preschool and TK-12 teaching unit members shall have the following preparation time during the school day:
 - i. Preschool - at least 170 minutes per week. Preschool shall receive their prep time during their work day.
 - ii. Transitional Kindergarten - The Unit Member Work Day exceeding the 200 minutes student contact time and 100 minutes of additional required teaching duties, **that are primarily focused on TK-3 student support and intervention**, shall be considered preparation and planning time. ~~This time includes time for required meetings.~~

3. Article VIII: Leaves shall be revised as follows:

TERMS AND DEFINITIONS

1. **Absence:** a contracted work day where a unit member does not report to work. This includes district-approved trainings or school business events
2. **Half Day Absence (AM/PM):** a contracted work day where a unit member does not report to work in either the AM or the PM. The time limits for AM vs. PM absences can vary slightly by site.
3. **Leave:** time when unit members do not report to work during otherwise normal working hours, which they are entitled to by law or by contract. The type of leave is determined by the circumstances of the absence.
4. **Sick Day:** absence due to personal illness or medical appointment, or the illness/medical appointment of an immediate family member
5. **Personal Necessity (PN):** a discretionary absence that comes from the same bank of days as Sick Days
6. **Bereavement:** an absence due to the death of a family member
7. **Catastrophic Leave:** a separate leave bank that unit members must opt into, and can only access when all other paid leaves are spent, and only in specific circumstances.
8. **California Family Rights Act (CFRA):** up to twelve weeks of unpaid leave for serious illness or disability, or child bonding, but does not include pregnancy
9. **Family Medical Leave Act (FMLA):** up to twelve weeks of unpaid leave for serious illness or disability of an employee or a family member that can include pregnancy
10. **Pregnancy Disability Leave (PDL):** up to four months unpaid leave due to disability in connection with pregnancy. This is a state law.
11. **Family School Partnership Act:** unpaid leave to attend a unit member's child's school events
12. **Child Bonding:** a period of time after the birth or adoption of a child that can qualify a unit member for FMLA and/or CFRA leave
13. **Lactation Accommodation:** a requirement that allows for a time and a private space for a parent to express milk
14. **Worker's Compensation (Industrial Leave):** a paid leave due to workplace injury or illness. Worker's Compensation requires an application and must be approved by the district Worker's Compensation provider.
15. **Immediate family member:** Parents, siblings, and children are immediate family members. However, different leaves do sometimes extend beyond this definition of immediate family members.

16. **Consecutive:** leaves that take place one after the other. There is often a specified order for these leaves, and one leave must be exhausted before the next one is applied.
17. **Concurrent:** leaves that are applied at the same time
18. **Disability:** a medical condition that prevents a unit member from completing a major aspect of their job description. Such a condition often leads to an interactive process.
19. **Interactive Process:** a process to determine the extent to which a disability limits a unit member's ability to perform job functions and whether or not reasonable accommodations can be made
20. **Paid Leave:** any absence where a unit member receives their full rate of pay, whether covered by their personal sick leave balance, school business (district/site paid), or other legally required leaves
21. **Unpaid Leave:** any absence where a unit member receives no pay due to the exhaustion of their personal sick leave balance. After the exhaustion of their personal sick leave balance, a unit member can request unpaid leave. See below.
22. **Differential Pay:** the difference between the unit member's daily rate of pay, and the cost of the substitute. Some leaves are paid at the "Differential Rate."

SICK LEAVE

23. Sick leave is earned at the rate of ten (10) days per year accumulative without limit.
 - a. Every employee shall be notified by September 1 of the number of accumulated sick leave days ~~he/she has~~ **they have**.
 - b. Credit for sick leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the school year.
 - c. Sick leave may be allowed in amounts of one-half (1/2) day(s).
 - d. When a unit member is absent from ~~his/her~~ **their** duties due to illness or accident, not job connected, ~~he/she~~ **they** shall receive full pay for all days covered by sick leave.
24. Sick leave is for the illness and/or medical/dental appointments of the employee.
 - a. However, up to ten (10) days of sick leave per year may also be used for the illness and/or medical/dental appointments of the employee's child, parent, spouse, registered domestic partner, or domestic partner's child, including child birth.

25. During student contact days, an employee must enter ~~his/her~~ **their** absence in the substitute management system at least two (2) hours prior to the start of the employee's work day to notify the District of ~~his/her~~ **their** absence.
- a. If the need for an absence arises less than two (2) hours prior to the start of the employee's work day, the employee shall immediately notify the District substitute clerical support person of the absence.
 - b. In addition, the employee must also notify the school site of ~~his/her~~ **their** absence.
26. If an employee is absent for three or more consecutive work days due to illness or injury, the District may require the employee to provide documentation from a licensed physician of the employee's ability to return to duty noting any restrictions.
- a. Failure to provide such documentation may result in the employee not being permitted to return to work and remain on leave until such documentation is provided.
27. After sick leave is exhausted, the actual amount paid a substitute or the amount that would have been paid a substitute shall be deducted from the unit member's salary for up to 100 duty days (Ed. Code 44977 or current legal requirements).
- a. If the amount paid to a substitute should exceed the unit member's daily rate of pay, the unit member will not be required to compensate for the difference.
 - b. The Superintendent may require verification of illness or injury from a physician if it is deemed necessary and /or a second medical opinion paid for by the District.
28. Any employee shall have the right to utilize sick leave provided for in this section and the benefits provided by Education Code, Section 44977 or current legal requirements for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom, when disabled (in compliance with current legal requirements).
29. If an eligible unit member becomes totally disabled, is under the care of a doctor, and unable to perform the duties of their job, while insured pursuant to Article XIV, Section B 1-5, benefits will be payable per benefits provided under the Group Salary Protection Insurance plan cited above.
30. In the case of a catastrophic illness/injury as described in ~~VIII.10-b~~ **87 of this article** to a family member as described in ~~VIII.10-e~~ **87 of this article**, a bargaining unit member may apply to the Catastrophic Leave Committee using the process outlined in 10 of this article to request the use of any remaining accrued sick leave beyond the ten (10) days allotted.

PERSONAL NECESSITY

31. A unit member shall be entitled to seven (7) days of paid sick leave per school year to be used for personal necessity **(PN)**.
 - a. **PN absences are deducted from the yearly total of allotted sick leave days and are not in addition to those sick leave days.**
 - b. **PN days do not rollover from one school year to another.**
 - c. Each unit member will attempt to provide 24-hour notice of their absence to their immediate supervisor except in emergencies.
32. The seven (7) days may be used at the sole discretion of the unit member with the exception of the District Staff Development day without prior approval from the Superintendent or designee.
33. ~~Up to ten (10) additional days of accrued sick leave may be used for the adoption of a child.~~
34. Using more than seven (7) discretionary days requires prior written approval of the Superintendent.
 - a. The criteria used to approve these days are at the Superintendent's discretion.
 - b. Any additional days approved will be without pay.

BEREAVEMENT LEAVE

35. **In accordance with AB 1949, unit members who have been employed by the district for at least 30 days shall be entitled to up to 5 days of paid bereavement leave in the event of death of a family member, including a spouse, child, parents, siblings, grandparents, grandchild, domestic partner, sibling-in-law, or parent-in-law.**
36. **Leave under this policy shall not be deducted from sick leave.**
37. **Bereavement leave need not be taken consecutively, but must be taken within three months of the family member's death.**

PREGNANCY DISABILITY/~~CHILD REARING~~

38. **Unit members may be placed on Pregnancy Disability Leave (PDL) as determined by a physician at any time during their pregnancy, for reasons that may include: ; suffering from severe "morning sickness", prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition.**
39. **The employee must return to work on the day following their release to return to work as determined by their physician.**

- a. **An employee who wishes to remain absent from duties beyond the period of pregnancy disability may request an unpaid childcare leave per Article VIII section 5 below.**

~~40. Any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, recovery therefrom, or because of any other current legal requirement, the length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.~~

41. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, recovery therefrom, or because of any other current legal requirement, are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.

- a. Except as provided herein, written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.

42. This section shall be construed as requiring the Governing Board of the School District to grant leaves with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury or disability.

- a. Sick leave can only be used during the medical portion of leave.

~~5. CHILD-REARING PARENTAL BOND LEAVE (Locally Negotiated Benefit)~~

43. During the course of ~~child-rearing~~ **parental bond** leave, the unit member shall be compensated ~~his/her~~ **their** normal rate of pay less any actual amount paid for a substitute or the amount that would have been paid a substitute (Ed. Code 44977 or current legal requirement).

- a. If the amount paid to a substitute should exceed the unit member's daily rate of pay, the unit member will not be required to compensate for the difference.

44. Up to five (5) calendar months of ~~child-rearing~~ **parental bond** leave, which includes all such leave provided pursuant to federal and state family leave laws, may be requested by those permanent unit members intending at the time of the request to return to a position in the district.

- a. Such a request shall be made within three (3) months of the child's birth or adoption.
- b. For employees on pregnancy disability leave, ~~child-rearing~~ **parental bond** leave shall commence upon the birth of the child.

45. Probationary teachers not given a notice of non-reelection by March 15th of their 2nd probationary year shall be considered permanent for the purposes of this article.
 - a. Birth or adoption (or event aligned with current legal requirement) must occur on or after March 15th of the 2nd probationary year.
 - b. If birth or adoption (or event aligned with current legal requirement) occurs prior to permanent date, the employee is ineligible for child rearing, regardless of request date.
46. Within sixty (60) calendar days of the start of the ~~child-rearing~~ **parental bond** leave, a unit member shall file in writing (Appendix F) with the Personnel Office of his/her intention to return to District employment.
47. During the course of the leave, the employee shall suffer no diminishment of benefits provided by Article XIV. Return from leave shall, whenever possible, coincide with the commencement of a term.

PARENTAL LEAVE (AB 2393 State Provided Benefit)

48. **In accordance with AB 2393, during the first twelve (12) months of an employee's child's birth, adoption, or placement for adoption or foster care, the employee may use their sick leave for purposes of parental leave for a period of up to 12 work weeks.**
 - a. **However, if a school year term ends before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year pursuant to 44977.5 Section 2 of California Education Code.**
49. **When employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the amount deducted from the salary due them for any of the remaining portion of the 12-workweek period in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill their position during their absence or, if no substitute employee was employed, the amount that would have been paid to a substitute had one been employed.**
50. **The school district shall make every reasonable effort to secure the services of a substitute employee.**
51. **The compensation a certificated employee shall receive shall be no less than fifty percent (50%) of their regular salary for the remaining portion of the 12-workweek period of parental leave after available and accrued sick leave is exhausted.**
52. **The District shall comply with all components of California Education Code Section 44977.5.**

53. Parental leave allowed under AB 2393 runs concurrently with, and not in addition to, the Parental Leave (Locally Negotiated Benefit) provided for in Article VIII.5 above.

LACTATION ACCOMMODATION

54. Employees have a right to reasonable break time to express milk.
 - a. If an employee needs additional break times to express milk, it must be allowed.
55. The District will provide private lactation space, free from intrusion, in close proximity to the employee's work area.
 - a. This may be the employee's normal work area if the space meets the lactation requirements but shall not be a bathroom stall.

FAMILY SCHOOL PARTNERSHIP ACT

56. Employees are entitled to take up to forty (40) hours of leave each year, but not more than eight (8) hours per month, for school related activities of the employee's children in TK-12 or in a licensed day care program.
57. Employees must give reasonable notice and may take unpaid time off or use existing accrued sick leave (Personal Necessity) for Family School Partnership Act leave, but this may be used for child care or school emergencies, such as an illness, a behavior problem or closure.
58. If both parents work for the District, only the first parent to request time may be approved time off under this Section.

FAMILY AND MEDICAL LEAVE ACT (FMLA) AND THE CALIFORNIA FAMILY RIGHTS LEAVE ACT LEAVES

59. An employee shall be entitled to family care and medical leave as set forth in Government Code 12945.2 (California Family Rights Act) and the Family and Medical Leave Act of 1993 (FMLA) if the employee has worked for the district for at least twelve (12) months and has worked at least twelve hundred fifty (1,250) hours. Note: the 1,250 hours must be actual hours worked while present at the employee's worksite; paid or unpaid leave do not count towards the 1,250 hours.
60. Unit members may use FMLA to care for a serious medical condition for themselves, a spouse, child, or parent.
61. Unit members may also use FMLA for the birth, adoption, placement for adoption or foster care of a child.

- 62. **Unit members will be reinstated to the position held when the leave began or to a comparable position without decrease in rate of compensation or loss of promotional opportunities.**
- 63. **Eligible members may use up to 12 weeks of time off under FMLA Leave may be taken in a block (e.g. 10 full weeks at one time), intermittent (e.g. periodically), or on a reduced work schedule.**
- 64. **Intermittent FMLA usage shall be calculated in half-day or full-day increments.**

INDUSTRIAL LEAVE - SECTION 44984 OF THE EDUCATION CODE Industrial Accident and Illness Leave:

- 65. An industrial accident or illness as used in this ~~paragraph~~ **section** means Injury or illness whose cause can be traced to the performance of services for the District.
- 66. A unit member shall be entitled to such leave as covered by Section 44984 of the Education Code.
- 67. The total of the unit member's temporary disability indemnity and portion of salary due ~~him/her~~ **them** during ~~his/her~~ **their** absence shall equal his/her salary.
- 68. A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as ~~he/she~~ **they** and ~~his/her~~ **their** physician agree that there has been such a recovery.

ASSOCIATION LEAVE (Release Days)

- 69. The Association may take up to twenty (20) days of paid leave per school year for local, state, or national conferences or for conducting other business pertinent to Association affairs.
 - a. Unit members using these days are at the discretion of the WPTA.
- 70. The WPTA President may take eight (8) additional days leave and the ~~Chief Negotiator~~ **WPTA Bargaining Chair** may take six (6) additional days not included in the twenty (20) day limit for conducting other business pertinent to Association affairs.
 - ~~a. This Association leave taken by the WPTA President and Chief Negotiator will not be included in the twenty (20) day limit.~~
- 71. The Association shall be charged a fee not to exceed the actual cost of the substitute.

ASSOCIATION LEAVE (Presidential Release)

- 72. **The District will release the president of the Association from their teaching duties to conduct Association business for a minimum period of 12.5% and a maximum of 20% of their contract year.**

- a. **For secondary teachers, not more than the equivalent of one teaching period of release time will be granted.**
 - b. **At the elementary level, no more than one-half of one day per week will be granted.**
 - c. **The scheduling of the leave shall be based on the needs of the district.**
73. **The Association will reimburse the district 100% of the actual costs of salary plus benefits and statutory costs for the portion of the contract used for the Association president's release time.**
74. **During this leave, the president of the Association will continue to be compensated by the district and will retain all rights and benefits as though in regular service.**
- a. **The Association president will fulfill all school/district assignments and responsibilities.**
 - b. **Prior to visiting a school site, the Association President will inform the site principal of the time and general purpose of the visit.**
 - c. **The President will not visit classrooms during instructional time without notifying the district.**

STUDY AND TRAVEL LEAVE

75. Study and travel leaves may be granted by the Board of Trustees from the District rather than from any given position, for the purpose of advance study, travel study programs, and research.
- a. Such leaves are granted not as a reward for professional services, but rather as an opportunity to prepare for improved service which will benefit the schools and the pupils of the District.
76. The Board of Trustees may approve study and travel leaves not to exceed one (1) year for certificated employees who have served the District for seven (7) consecutive years. Study and travel leaves granted in any one semester shall not exceed two (2) employees in the unit.
77. The study and travel leave programs shall operate according to the established Provisions of this Agreement.
- a. The establishment of these provisions does not void the option of the Superintendent to make recommendations or the Board of Trustees to grant special study and travel leaves in the best interest of the District.
78. Application for study and travel leave will be made in accordance with the following provisions:

- a. The application for study and travel leave shall be in writing and submitted to the Superintendent who shall call a meeting of the Units Committee, and present the application and/or applicant for review.
- b. The deadline for submitting applications for study and travel leave for the fall semester is February 1, and the spring semester is October 1.
- c. The ability of the District to provide a qualified substitute during the absence.

79. Applications for this leave will be reviewed by the Units Committee (see Article XIII.B.6) for making recommendations and establishing priority to the Superintendent.

- a. A majority of the Units Committee must approve a study and travel leave request for recommendation to the Superintendent.
 - i. The following criteria shall be utilized in establishing priority order for study and travel leave recommendation:
 1. Contribution to the needs of the pupils and school of the District
 2. Likelihood of continued service beyond the minimum service required at completion of leave
 3. Record of contribution to the District
 - ii. Should there be more than one approved request, the applications shall be ranked in priority order by the Units Committee and presented to the Superintendent for ~~his~~ **their** recommendation to the Board of Trustees.
- b. The Superintendent will submit ~~his~~ **their** recommendations to the Board of Trustees.

80. Following the granting of a study and travel leave by the Board of Trustees a contract of agreement shall be completed including the following: effective dates, salary and method of payment, number of collegiate units to be earned, and other purposes to be fulfilled.

- a. The signing of such a contract, including the agreement to refund study and travel leave salary as prescribed by these provisions shall be in lieu of furnishing a bond.

81. Compensation during a study and travel leave shall be computed as fifty percent (50%) of the pay and those benefits that employee would have received had the employee remained in the employee's regular position, including any factor dependent upon special credentials, but not including any payment for special assignment or extra-curricular activities.

82. Time spent on study and travel leave shall be credited as regular District service in the determination of years of service for sick leave, seniority, and eligibility for fringe benefits

provided the requirements established for the study and travel leave have been satisfactorily met.

83. Persons returning from study and travel leave shall serve the District for a period not less than twice the length of the leave.
 - a. If an employee does not serve the District after return for a period which is equal to twice the period of the leave, but not less than one semester, the employee shall refund to the District an amount which bears the same proportion to the total compensation received while on leave as the amount of time which was not served bears to the total amount of time agreed upon.
 - b. If death prevents the employee from fulfilling the agreement to return to service in the District, no repayment of salary will be required from the employee's estate.
84. Upon return from study and travel leave, the employee shall file with the Superintendent a detailed report within 20 days after returning giving evidence that the provision of the leave has been met. It shall also include a personal appraisal of the experience and activities involved that will be useful to the District.
85. In the event that the program of study agreed upon in the study and travel leave contract with the District is interrupted by serious accident or illness during the leave and properly verified by a qualifying physician, such interruptions shall not constitute a violation of the contract or prejudice the teacher against receiving the rights and benefits provided for under the terms of the study and travel leave.
 - a. Such an interruption shall not extend over such a period of time that would cause the purpose of study and travel leave to be abandoned.
 - b. Should the disability extend to the point that the program has to be abandoned, the study and travel leave may be terminated and either sick leave or regular long-term leave may be substituted by mutual agreement.
 - c. In all cases of serious accident or illness of a prolonged nature, the Superintendent shall be properly notified by registered letter within ten (10) days after the occurrence or medical diagnosis.

CATASTROPHIC LEAVE

86. The purpose of the Catastrophic Leave Bank is to create a bank of donated sick leave days, which may be used by unit members who are suffering from a catastrophic illness or injury or whose family members are suffering from a catastrophic illness or injury.
87. Catastrophic illness or injury is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she

~~has they have~~ exhausted all of ~~his/her~~ **their** sick leave and other paid time off. (Ed. Code 44043.5)

88. Family Members shall be defined as the employee's child, parent, spouse, registered domestic partner, and domestic partner's child.
- a. Leave requested to care for grandparents, grandchildren, brother, sister, or any relative living in the immediate household with a catastrophic illness or injury, will be considered for approval by the Catastrophic Leave Committee.
89. **The Catastrophic Leave Committee is a** joint committee consisting of two (2) members appointed by the WPTA and two (2) members appointed by the Superintendent shall administer the Bank.

Membership in the **Catastrophic Leave** Bank

90. A unit member may join the Bank:
- a. upon employment with the District;
 - b. at the beginning of each school year;
 - c. at the time any additional sick leave days are requested of unit members by the ~~joint~~ **Committee**.
91. The unit member who chooses to participate in the Bank must initially donate two (2) sick leave days, based on the unit members current FTE, and any additional days as determined by the ~~joint~~ **Committee**.
92. The annual rate of contribution by each participating Bank Member **to continue membership in the Bank** for each school year shall be one (1) day of sick leave, based on the unit members current FTE.
- a. If the number of days in the Bank, at the beginning of the school year, exceeds 3 times the number of participating Bank members, no annual contribution shall be required from the participating Bank members.
 - ~~b. Those unit members joining the Catastrophic Bank for the first time shall be required to contribute two (2) sick leave days to the Bank, based on the unit members current FTE.~~
 - c. An additional day, based on the unit members current FTE, will be required of Bank members if the number of days in the Bank falls below the number of members in the Bank.
93. The ~~joint~~ **Committee** may determine any need for further donation(s).
- a. In the event further donations are requested, as stated in **90-92 of this article VIII.10.d.iv**, a unit member must donate the number of sick leave days requested,

based on the unit members current FTE, to continue participation in the Bank, even if the unit member has exhausted their sick leave except as noted **below** in ~~the following paragraph.~~

- b. If the Bank member does not have sick leave days to donate, ~~his/her~~ **their** participation shall continue until the end of the school year.
 - i. In order to continue participating in the Bank the following school year, the Bank member must contribute the previously required day, based on the unit members current FTE, as stated in **90-92 of this article VIII.10.d.iv**, as well as the annual contribution, if any, to remain an active Bank member.

94. Bank participants who are withdrawing from the Bank at the time the ~~joint~~ **Committee** requests additional days will not be required to contribute to remain eligible to withdraw from the Bank until the next time the **Committee** requests additional days.

95. Bank participants wishing to remove themselves from participation in the Bank may do so when further donations are requested.

- a. They may do so by submitting a signed written request to be removed from the Bank to the Personnel Department.

Use of the **Catastrophic Leave** Bank

96. Applicants may annually request the use of

- a. up to twenty (20) full salary, sick leave days, based on the unit members current FTE, that have been donated to the Bank.
- b. Upon full use, an additional twenty (20) days may be requested for a maximum of forty (40) days to be used per catastrophic illness or injury.
- c. An additional twenty (20) days beyond the maximum may be granted by the ~~Catastrophic Leave~~ **Committee**, **for up to an annual total of 60 days**.

97. To use the Bank, a unit member must have:

- a. exhausted all sick leave except differential sick leave;
- b. exhausted if applicable, all industrial leave;
- c. initially donated at least two (2) sick leave days, based on the unit members current FTE, and has donated any additional sick leave days requested by the ~~joint~~ **Committee**;
- d. complete the Request for Catastrophic Leave Form (Appendix I)

98. Participants who have exhausted sick leave, but still have differential leave available, are eligible for a withdrawal from the Bank.
- a. Catastrophic leave and differential leave cannot be used simultaneously.
99. If a participant is incapacitated, applications may be submitted to the Committee by the participant's designee or member of the participant's family.
100. Participants applying to withdraw or extend their withdrawal from the Bank are required to submit a physician's statement indicating the nature of the illness or injury and the probable length of needed absence from work.
- a. For any participant applying to the Bank or requesting an extension of withdrawal, the Committee may require a medical review by a physician of the Committee's choice at the participant's expense.
 - b. The Committee shall choose only a physician who qualifies under the District insurance policy, if available.
 - c. Refusal to submit to the medical review will terminate the participant's eligibility to withdraw from the Bank.
 - d. Members of the Committee shall keep information regarding the nature of the illness confidential.
101. If the Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever.
102. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.

Administration of the **Catastrophic Leave** Bank

103. The **Catastrophic Leave** Committee shall have the responsibility of receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, determining that a recipient or applicant is no longer eligible and communicating its decisions, in writing, to the District.
104. The ~~joint~~ **Co**committee shall determine the procedures whereby a unit member applies to use of catastrophic sick leave days.
105. The form to be used by unit members to contribute to and apply for use of the Bank is attached as Appendix I.
106. The ~~joint~~ **Co**committee shall grant or deny, based on an approval of three votes or more, all requests for use of the Bank.

- a. The deliberations of the committee shall be closed and confidential.
 - b. The committee's decisions shall be based on the information provided by the application process.
 - c. All decisions are final.
107. The District will maintain the records of the Bank.
108. WPTA and WPUSD will work jointly to annually notify Bank participants of their current status.
109. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.

General Provisions

110. Donations to the Bank are irrevocable and may not be designated for the use of any specific participant.
111. Days may only be used by a unit member who, per medical verification, is incapacitated by a catastrophic illness or injury or whose family member is incapacitated by a catastrophic illness or injury (see VIII.10.b-c).
- a. Catastrophic leave terminates upon the resolution of the catastrophic illness, injury, upon death or at the end of the school year.
 - b. Unused catastrophic sick leave days granted will be returned to the Bank.
 - c. Unit members will be compensated at their daily rate of pay for each catastrophic sick leave day used.
112. Unit members receiving compensation under worker's Compensation benefits shall not be eligible to withdraw days from the Bank until exhausting all such benefits.
113. Upon an approval by STRS of retirement disability payments, the unit member's eligibility for withdrawal of days from the Bank shall cease.
114. The provisions of this section, which relate to the application process and the approval of requests for catastrophic sick leave, shall not be subject to grievance procedures established in this agreement.

PAID LEAVE OF ABSENCE

115. A unit member will be entitled to receive wages and fringe benefits, including, but not limited to, insurance and retirement benefits.
116. A unit member will be entitled to return to the same assignment which ~~he/she~~ **they** held immediately preceding commencement of the leave.

117. Paid leave shall be considered by the Board of Trustees on its own merit.
118. A written request for paid leave of absence shall be submitted to the Assistant Superintendent of Personnel or designee.
119. The Assistant Superintendent of Personnel or designee shall acknowledge in writing receipt of a request for paid leave of absence within ten (10) days.

UNPAID LEAVE OF ABSENCE

120. Unpaid leave shall be considered by the Board of Trustees on its own merit.
121. A unit member shall be entitled to the same health benefits accorded unit members who are on paid leave at the expense of the unit member.
122. A written request for unpaid leave of absence shall be submitted to the Assistant Superintendent of Personnel or designee.
123. The Assistant Superintendent of Personnel or designee shall acknowledge in writing receipt of a request for unpaid leave of absence within ten (10) days.
124. The Assistant Superintendent of Personnel will discuss with the unit member ~~his/her~~ **their** request for unpaid leave including possible options for reinstatement before the request is submitted to the Board of Trustees.
 - a. Written notice of the decision will be provided to the bargaining unit member.
 - b. The decision will be based on the amount of leave requested.
125. If the unit member requests additional unpaid leave, the process outlined in **this section VIII.2.a-e** of this article will be implemented.

4. Article XI: Certificated Personnel Collaboration shall be revised as follows:

1. **The WPUSD and the WPTA believe in the importance of collaboration and agree to use the Professional Learning Community (PLC) model for certificated personnel collaboration.**
2. **The WPUSD Administration and the WPTA unit members will participate in the PLC process to develop, implement, monitor and adjust practices that align with our belief that all students can succeed at high levels and our commitment to ensuring all students do.**
3. **The PLC process requires, through a continuous cycle, improvement upon:**
 - a. **Learning Environments**
 - b. **A Guaranteed and Viable Curriculum**

- c. **Effective First Instruction**
 - d. **Progress Monitoring**
 - e. **Intervention**
 - f. **Enrichment**
4. **The PLC process is iterative and focuses on ensuring the learning and well-being of all students by answering these four guiding questions:**
- 1. **What do we expect our students to learn?**
 - 2. **How do we know when they have learned it?**
 - 3. **How do we respond when students haven't learned it?**
 - 4. **How do we respond when they have?**

PROFESSIONAL LEARNING COMMUNITIES

5. **A PLC is a collaborative team that is formed by a group of unit members who share content and/or students.**
- a. **Unit members who teach different grade levels or subjects will attend the PLC where they teach the most classes or number of students, unless otherwise directed by site administration based on the needs of students or site PLCs, and they are expected to know and implement the outcomes and agreements of PLCs focused on the other class(es) they teach.**
 - b. **Unit Members who are the only unit member assigned to a particular grade level, subject, or assignment at a school site will be required to fulfill the same PLC time commitments as all unit members, and will work with the site administrator to determine how that time is spent.**
 - i. **Unit members in these unique situations will work with site administration to engage with a Professional Learning Community.**
 - ii. **Site administration will support unit members in these unique situations by connecting members with appropriate PLCs.**
6. **The work of PLCs is data-driven and informs the choices that impact student learning.**
- a. **Data is meaningless unless it is used to support student success by:**
 - i. **identifying areas of strengths;**
 - ii. **identifying needs of students for intervention and enrichment;**
 - iii. **improving curriculum and instruction; and**
 - iv. **developing and refining common assessments.**
 - b. **PLCs are not expected to spend all their time collecting and analyzing data, as there is other work of a PLC.**
7. **The role of unit members in a PLC is to:**

- a. focus on student learning
 - b. work interdependently as a team to ensure continued growth towards student success;
 - c. answer the guiding questions;
 - d. actively participate in the work of recurring cycles of collective inquiry and action research;
 - e. keep the dedicated PLC time sacred;
 - f. follow the decisions the PLC makes, even when absent,
 - g. inform affected PLC members and site administrators of agreements and outcomes; and
 - h. honor the PLC by being prepared, sharing the work, and following through on collective commitments.
8. The role of site administration is to hold PLCs accountable for their work by:
- a. maintaining the focus of PLC work on the guiding questions;
 - b. collecting documentation, reviewing, and providing feedback; and
 - c. supporting, coaching, and guiding PLCs or individual PLC members as needed.
9. PLC teams will provide documentation of their work when requested, and site administration will collect the documentation of PLC work.
- a. The goal of documentation is to create a record of work completed, decisions made, goals set, plans made, and successes achieved.
 - b. While there are no required forms of documentation, successful PLC teams naturally develop documentation as they complete PLC work.
 - c. Documentation may include norms, agendas, minutes, SMART goals, essential standards, pacing guides, common assessments, assessment data, and plans for intervention and enrichment.
 - d. Documentation for unique PLCs (e.g. counselors, RNs, SLPs, SPED) may reflect best practices that support students within their job requirements.

TRAINING AND TIME

10. The District is committed to allocating resources to support ongoing training and coaching for staff engaged in the PLC Process.
- a. Training should take place during the unit member's work day (e.g. during staff meetings, classroom release, or non-ADA days).
 - b. The District will provide annual onboarding and refresher training.
 - c. The District will provide additional targeted training and coaching for key WPUSD and WPTA leadership that is vital to successfully operate the PLC

model on school sites and across the district.

11. Dedicated time is necessary to support PLC work.

- a. Time to complete PLC work will be dedicated during the unit members' work day.
- b. Dedicated time includes weekly PLC time, classroom release, and non-ada days.
- c. The WPUSD and the WPTA will collaborate on the scheduling of weekly PLC time in the development of the District calendar. See Article XV.

12. The District calendar will include weekly PLC time to be utilized solely to support PLC work.

- a. PLC teams will meet for no less than one (1) hour weekly.
- b. Start times for PLC collaboration may vary from site to site and within a site.
- c. Up to four (4) weekly PLC times may be scheduled for cross-district articulation to support PLC work.
- d. All other weekly PLC times will be utilized at site discretion for PLC work, which may include additional cross-district articulation days, if sites deem them necessary.

13. Unit members are required to meet weekly during dedicated PLC time.

- a. PLC time is during the unit member work day and attendance is required.
- b. Administration and unit member participation in PLCs is not optional regardless of other responsibilities.
- c. Unit members are not required to make up missed PLC time due to use of leave.
- d. Unit members who miss a PLC meeting should tell their PLC team and site admin when they will miss a PLC.
 - i. Unit members should consult their team to see what they missed.
 - ii. An absence in AESOP is considered informing administration.
 - iii. Site administration should address missed meetings with the teacher individually.
- e. Coaches and advisors who attend a scheduled contest (not practice) should inform their PLC of their upcoming absence and consult their PLC afterwards to see what was missed.

14. School business should not be scheduled during weekly PLC time.

- a. Only PLC teams that share content or students should meet during this time to address the four questions.

- b. If a department needs to meet during PLC time because they can't meet other times during the year, departments may meet once a quarter during weekly PLC time.
 - i. The bulk of the meeting should still be focused on PLC work.

15. Training should not be scheduled during weekly PLC time.

- a. If training is held during PLC time (i.e., technology, curriculum, PLC), it must meet the following criteria:
 - i. is necessary for the team to successfully address the four questions;
 - ii. be driven by teacher need;
 - iii. be clearly articulated and justified; and
 - iv. should happen rarely.
- b. Training may be initiated by administration or unit members.
 - i. Unit member requests for training should be directed to site administration.

WEEKLY PLC MEETINGS

16. Unit members will share the responsibility for taking on roles like facilitator, note taker, time keeper, etc. to ensure that the team stays focused on the right work.

17. Each PLC will establish norms that facilitate the PLC process.

- a. These norms will include a process to make decisions, and to address conflict among PLC members, including how members will respond when norms are being violated.
- b. When appropriate, site administration will be considered a resource and will take steps to intervene when necessary when PLCs experience conflict or unit members consistently violate norms.

18. Weekly PLC time will be documented in agendas and minutes.

- a. Unit members will set a meeting agenda that addresses the four questions for each weekly PLC meeting.
- b. Site administration will monitor meeting agendas to ensure agenda items are focused on the work of the four questions.
- c. Unit members will keep meeting minutes that include the following:
 - i. date of meeting
 - ii. start and stop times of meeting
 - iii. PLC members both present and absent at the meeting
 - iv. an overview of work completed and decisions made, and
 - v. future agenda items.

- d. Site Administration will provide templates for meeting agendas and minutes as requested.**
- 19. The majority of PLC work will occur during dedicated PLC time.**
- 20. A minimal amount of preparation work outside of normal information gathering and assessment acquisition responsibilities may be required of unit members.**
- 21. Weekly PLC time around quarter, trimester, and semester grading periods will be utilized as follows:**
 - a. PLCs may utilize one weekly PLC time around quarter (middle and high school) and trimester one and two (elementary) grading periods for the purpose of preparing grade reports.**
 - i. PLCs must work together to choose a meeting time in advance and notify site administration of the chosen date.**
 - b. PLCs may utilize one weekly PLC time at the end of trimester one (including Monday if applicable) for the purpose of parent conferences at the elementary and middle school levels.**
 - i. High school will follow a normal, full day, schedule during this time.**
 - c. Early Release Days at the end of semester one are for the purpose of preparing grade reports at the middle and high school levels.**
 - i. Elementary level will also have Early Release Days and the time will be utilized at the discretion of school sites as mutually agreed upon by unit members and site administration.**
 - d. Early Release Days at the end of the school year (semester two/trimester three) are for the purpose of preparing grade reports at the elementary, middle and high school levels.**

CROSS SITE PLC MEETINGS

- 22. Cross site PLC meetings are intended for district-wide grade or department alike or vertical articulation.**
 - a. These meetings are scheduled in advance so that members of the PLC can prepare for the meeting.**
 - b. The district may choose to organize up to four per year.**
- 23. Attendance is expected when cross site PLC meetings are arranged.**
- 24. PLCs who would like to participate in additional cross site or vertical collaboration will work with their site administrator.**

A. PHILOSOPHY

- ~~1. Both collaboration and evaluation are needed in order to develop, to improve, and to reinforce a teacher's instructional skills. The role of collaboration is to support and/or help improve the teacher's performance in a variety of teaching skills. Collaboration cannot reflect negatively on summary evaluations.~~

~~B. CHARACTERISTICS~~

- ~~1. Is ongoing.~~
- ~~2. Aims to develop, to improve, reinforce specific aspects of instruction/job performance.~~
- ~~3. Is performed by principals, teachers, or other appropriate personnel.~~
- ~~4. May or may not include pre- and post-conferencing.~~
- ~~5. Instruction to be observed can be determined by the teacher or supervisor.~~
- ~~6. Can be used as follow-up from evaluation process.~~
- ~~7. Can be used to determine in-service needs.~~

~~C. PURPOSES~~

- ~~1. To increase the opportunities for students to achieve the goals of the curriculum.~~
- ~~2. To enhance the classroom climate for learning.~~
- ~~3. To improve organization of instruction.~~
- ~~4. To align teaching processes and learning activities with learning theory and learner's needs.~~
- ~~5. To monitor the sequence, articulation and integration of the curriculum vertically through the grade levels and horizontally across subject areas and that grade level.~~
- ~~6. To enhance maximum diversity of instructional strategies and models of teaching.~~

~~D. DESCRIPTION~~

- ~~1. Responsibility: Collaboration may occur between the teacher and department chairpersons, peers, mentors, colleagues, consultants, assistant superintendent, site principal, assistant principal, and, by mutual agreement, other personnel.~~
- ~~2. Timing: Collaboration starts with the first day on the job and is ongoing throughout the year.~~
- ~~3. Sources of Criteria:
 - ~~a. The collaborator derives from the teacher those criteria of success for which the teacher is striving in a particular lesson.~~
 - ~~b. In collaboration, the teacher determines what the collaborator shall look for as criteria for success.~~~~
- ~~4. Uses of the Data Collected: Any data collected are given to the teacher as soon as possible or within twenty-four (24) hours.~~
- ~~5. Topics Covered: This process is concerned with learning: classroom interaction, instruction, student performance, curriculum adherence, individual student behaviors, teacher's behaviors, and teachers' skills, etc.~~
- ~~6. Value Judgments: The collaborator avoids making value judgments and invites the teacher to evaluate his or her own performance according to the criteria that were set out in the pre-conference. If the collaborator makes value judgments, it robs the teacher of becoming self-evaluative. This is contrary to one of the fundamental goals of~~

~~collaboration to develop teacher autonomy.~~

~~7. The Role of the Observer: The teacher informs the collaborator of what to look for and what feedback information would be desired and helpful. The teacher may ask for the collaborator to observe particular students so as to solve some particular learning or behavior problems; or the teacher may ask to have the collaborator observe some particular instructional technique the teacher is striving to perfect. In collaboration, the role of the collaborator is defined by the teacher.~~

5. Article XII: Evaluations shall be revised as follows:

The [Certificated Classroom Observation Form](#) has been edited as follows:

- Observed/Not Observed have been removed from the CSTP ratings
- To be consistent with the rating scale from the Summary Evaluation form, that rating scale has been added (1-4; Not Observed)
- The comments sections have been changed to also match the Summary Evaluation form, by adding commendations, recommendations, and requirements.

6. Article XIII: Salaries shall be revised as follows:

Tentative agreement has been reached between the Western Placer Unified School District and the Western Placer Teachers Association on Article XIII: Salaries.

Salary Increase for Bargaining Unit Members:

The Parties agree to the following salary schedule changes for the 2023-2024 school year:

- **2023-2024 Salary Schedule Change: 4% increase applied to all cells of the 2022-2023 certificated salary schedules effective July 1, 2023.**

C. UNITS ALLOWABLE ON THE SALARY SCHEDULE

7. Career Technical Education (CTE) teachers without a bachelor’s degree will be placed on the following columns of the certificated salary schedule, with the listed requirements in lieu of the standard degrees/units requirements:

Column A	Column B	Column C	Column D	Column E	Column F
Preliminary CTE Credential	Preliminary CTE Credential	Preliminary CTE Credential	Clear CTE Credential	Clear CTE Credential	Clear CTE Credential
3 years of industry experience	5 years of industry experience	7 years of industry experience	15 units	30 units	45 units

Units to achieve Column D, E, and F must adhere to the same requirements set forth in C and F in this article. Hours spent on professional learning, externships,

and industry certifications may be submitted for consideration by the Units Committee, and may earn the same ratio of credits to hours as listed in F.1 of this article.

Beginning in the 2023-2024 school year, this system will apply to all affected unit members.

E. ~~TEACHER~~ **UNIT MEMBER** ENTERING THE SYSTEM

1. New ~~teachers~~ **unit members** entering Western Placer Unified School District system will receive full credit for each year of experience teaching in United States/American schools requiring a United States/American credential for **each year up to fourteen (14) years** of service. ~~Teachers~~ **Unit members** who serve in an intern capacity, while holding a valid intern credential, will receive up to one (1) year of credit towards salary schedule placement for this experience. Teachers with long-term substitute experience will not receive credit towards salary schedule placement.

a. **Beginning in the 2023-2024 school year, new nurses entering and current nurses in the** Western Placer Unified School District system will receive full credit for each year of experience working **either** as a school nurse requiring a school nurse credential **or in a nursing position requiring a Registered Nurse license** ~~for up to fourteen (14) years of service.~~

b. **Beginning in the 2023-2024 school year, new and current teachers filling a Career Technical Education (CTE) position will receive full credit for each year of experience working either as a teacher in a school requiring a United States/American credential or in a field directly related to their CTE teaching placement. For each 1,500 hours of clocked prior industry field experience, a year of experience will be accepted for salary schedule placement.**


c. **For a and b above, clearly related or similar work experience may be considered and applied per district discretion to count for years of salary credit.**

*Except as otherwise provided in this agreement, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect.

*This agreement establishes no past practice or precedent.

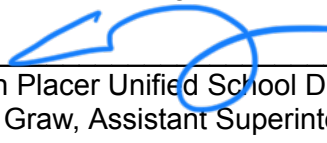
*In the event any term of this agreement shall, to any extent, be found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable.

*This agreement shall be governed by and controlled in accordance with the laws of the State of California.


Western Placer Teachers Association

Tara Jeane, Lead Negotiator

06/07/2023
Date


Western Placer Unified School District
Cliff De Graw, Assistant Superintendent of Personnel Services

6/7/2023
Date

6/16/2023
Date Ratified by WPTA Members

6/20/2023
Date Adopted by Board of Trustees