

COLLECTIVE BARGAINING AGREEMENT

Westminster School District

Westminster Teachers Association

July 1, 2018 – June 30, 2021

Board Approved: 11/15/2018

(*Updated: Leaves MOU agreement, dated 4/14/2016
Negotiations Procedures MOU agreement, dated 4/14/2016
Transfers MOU agreement, dated 4/14/2016
Health and Welfare MOU agreement, dated 5/24/2016
Spring Recess MOU agreement, dated 5/25/2016)

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WESTMINSTER TEACHERS ASSOCIATION
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ARTICLE I - PREAMBLE**2018-2021**

The articles and provisions contained herein constitute a bilateral and binding agreement by and between the Board of Trustees of the Westminster School District, hereinafter referred to as the "District," and the Westminster Teachers Association/California Teachers Association/National Education Association, hereinafter referred to as the "Association."

This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.

This Agreement shall remain in full force and effect from July 1, 2018 until June 30, 2021.

Section 1 - Recognition

1.1 The District hereby confirms the certification of the Association as the exclusive representative for the following certificated unit:

Included:

1.1.1 All regular, full-time and part-time, probationary and permanent certificated employees, and temporary certificated employees as defined in Education Code Section 44920, Speech, Language and Hearing Specialists, Psychologists, Preschool Teachers, Nurses, Counselors and summer school teachers.

Excluded:

1.1.2 All other employees, including substitutes and confidential, supervisory and management employees as defined in the Educational Employment Relations Act.

1.2 The Parties agree that the unit described above is the appropriate unit and that they will not seek by any means to amend or change in any way the unit described herein during the period of time this contract is in effect. Nothing agreed to herein will prevent adjustments to the unit to be made upon mutual agreement of the District and the Association. Further, all newly created certificated positions except for those that are management, confidential, or supervisory, shall be assigned to the bargaining unit. Prior to designating any certificated position as management, confidential, or supervisory, the District agrees to meet and discuss the placement of positions with the association and attempt to reach mutual agreement. Disputed cases shall be submitted to the PERB for resolution.

Section 1 - Association

- 1.1 The Association and its members shall have the right to reasonable use, without charge, of District office equipment, audio-visual equipment, facilities, and buildings, except that charges may be levied for any supplies used or for any building or facilities used for which the general public would be charged.
- 1.2 The Association shall have the right to post notices of activities and matters of Association concern on specified bulletin boards, at least one of which shall be provided at each school site in areas frequented by unit members. The Association may use the District mail service and unit member mail boxes for communications to unit members.
- 1.3 The parties agree that nothing in Article III, Sections 1.1 or 1.2 is designed to allow the printing or distribution of any materials which violate the Education Code. In this respect, the Association will not use District services for activities prohibited under SB82.
- 1.4 Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times but may not contact unit members while unit members are at work.
- 1.5 The Association President or his/her designee shall be provided 111 days (60%) of paid release time to fulfill organizational duties and engage in collaborative activities with the District. The District shall engage the services of a substitute, temporary, probationary or permanent employee to fulfill the duties of the Association President's regular assignment.

The cost of the Association President's release time shall be primarily borne by the District and the Association shall pay \$9,000.00 annually. The Association President shall continue to receive the same salary and benefits he/she would have received had he/she remained in his/her regular assignment.

The Association shall determine a schedule of release time prior to the start of each school year subject to the approval of the Superintendent. Occasional variations to the agreed schedule may be made by mutual agreement of the Association President with the concurrence of the employees' immediate supervisor and/or the Superintendent.

The Association agrees that these days of released time shall not be used for participation in a conference or meeting which deals with an issue on which the Board of Trustees has taken an official position of opposition, or that deals with strike, work stoppage, sick-in, or any form of work slowdown.

Authorization for the use of these released days shall be granted by the Assistant Superintendent, Human Resources, or designee. A letter from the Association President will be submitted. The Association will reimburse the District for the cost of substitutes in excess of the release time paid by the District.

- 1.6 The District shall provide up to a total of 40 days of paid release time to Association leaders for purposes of meeting with District management as mutually scheduled and agreed to between the Superintendent and the Association’s President (i.e., WSD/WTA Communications). The District will continue to provide paid release time in addition to these 40 days for unit members to participate in the Professional Development Committee, Health and Welfare Benefits Committee, Budget Advisory Committee, and District/Association Bargaining Sessions. In addition, the District will provide paid release time for the WTA Executive Board, WTA Negotiations team, and no more than two (2) association representatives per site/location to attend one Joint Training session per year as scheduled at a mutually agreed upon date and time.
- 1.7 Unless a unit member requests that his/her data not be provided, names, assignments, and non-confidential address and phone numbers of all unit members shall be provided without cost to the Association no later than October 15 of each school year.

Section 2 - Access to Information

- 2.1 The Board shall give to the Association, upon request, a single copy of available information, statistics, and records necessary to negotiations or necessary for the proper administration or enforcement of this Agreement.
- 2.2 The Association shall have the right to receive one copy of the Board of Trustees agenda packet with all non-confidential supporting information on the morning of the next work day after the agenda is released to the Board.

Interpretation of Article III, Section 2.2 of the current Collective Bargaining Agreement Between District and WTA.

We interpret the above cited Section of the collective bargaining agreement to require the District to make available to the Association notice of special meetings of the Board called pursuant to Section 35144 of the Education Code in the same manner as a regular meeting. In addition, the District shall attempt to notify the WTA by telephone of a special meeting. In the case of a special meeting, the District shall provide the meeting call and any agenda plus non-confidential supporting material.

- 2.3 The Association shall have the right to receive a copy of the preliminary District budget for the ensuing year at the time it is forwarded to the Board of Trustees and the adopted budget at the time it is adopted.
- 2.4 The Association shall have the right, at reasonable times, to review and make a copy of other non-confidential materials in the possession of or produced by the District, necessary for the Association to fulfill its role as the exclusive bargaining agent.

Section 3 - Payroll Deductions

- 3.1 The District shall deduct, free of cost, authorized amount from the salary of unit members and make appropriate remittance for Association dues/fees. Upon appropriate written authorization from the unit member, the District shall deduct, free of cost, authorized amounts from the salary of any unit member for annuities, credit union payments, District-wide charitable donation, or any other plans or programs mutually agreed to by the District and the Association. The right of payroll deduction check-off privileges for payment of organization dues/fees shall be accorded by the District exclusively to the Association and shall not be accorded to any other organization whose members are part of the bargaining unit represented by this Agreement. The Association shall receive all sums deducted by the District related to unit member dues/fees on a monthly basis.
- 3.2 The unit members' dues/fees shall be remitted to the Association on the first payday of the month. The District will provide the Association with a list of certificated employees from whom such deductions are made with each monthly remittance to the Association.

Section 4 - Organizational Security

- 4.1 Any unit member who applies for membership shall sign and deliver to the District an assignment authorizing deduction of unified membership dues to the Association.

Pursuant to such authorization the District shall deduct appropriately pro-rated deductions from the regular salary checks of the unit members. Deductions for unit members who signed such authorizations after the commencement of the school year shall be appropriately pro-rated to complete payment by the end of the school year.
 - 4.1.1 The Association shall indemnify and hold the Employer and its employees or agents harmless from any and all claims, demands, suits or any action arising from the Organizational Security provision contained herein.
- 4.2 With respect to all sums deducted by the District, for membership dues or agency fee, the District agrees promptly to remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership, and percentage of employment of less than full time, and shall indicate any changes in personnel from the list previously furnished.
- 4.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. Changes in the amount of dues to be deducted shall be certified by the Association twenty (20) days before the effective date of change.
- 4.4 In no instance will any employee be dismissed because of failure to pay Association dues/fees.

- 4.5 In any instance in which the provisions of this Article are contested, the Association agrees to pay to the District all reasonable legal fees and costs incurred in defending against the court or administrative action.
 - 4.5.1 It is understood that the expenses referred to above will not include District staff time normally expended.
- 4.6 The District shall not make dues deductions from unit members who are in an unpaid status.

Section 5 - Nondiscrimination Clause

- 5.1 The District shall not discriminate against any employee on the basis of ethnic group identification, religion, age, actual or perceived sex, sexual orientation, race, ancestry, national origin, gender, color, physical or mental disability, marital status, or Association membership.

Section 1 - Statutory Rights

- 1.1 All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the District except as restricted by law. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 1.1.1 The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
 - 1.1.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incident to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget information process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of the Agreement;
 - 1.1.3 The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service and activity functions assigned to such properties;
 - 1.1.4 All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services;
 - 1.1.5 The utilization of personnel not covered by this Agreement, including but not limited to substitutes, casual, provisional personnel, consultants, and supervisory or managerial personnel, to do work which is normally done by unit members covered hereby, and the methods of selection and assignment of such personnel;
 - 1.1.6 The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, student admission, student attendance, student

transfers, grade level advancement, student guidance, grading, student testing, student records, health and safety, student conduct, student discipline, transportation, food services, racial and ethnic balance, student extracurricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and the public with respect to such matters;

- 1.1.7 The selection, classification, direction, promotion, demotion, discipline for just cause and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of unit members to any location (subject only to the express terms of this Agreement regarding transfers), and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to whether, when and where there is a job opening;
- 1.1.8 The job classifications and the content and qualifications thereof;
- 1.1.9 The duties and standards of performance for all unit members; and whether any unit member adequately performs such duties and meets such standards, subject only to the express terms of Article VI, Evaluation Procedures;
- 1.1.10 The dates, times and hours of operation of District facilities, functions, and activities, work schedules, and the school calendar;
- 1.1.11 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;
- 1.1.12 The retirement of unit members for age or disability as provided by law; and
- 1.1.13 The layoff of unit members as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement, or by law.

Section 2 - Discretionary Rights

- 2.1 In addition to its statutory reserved rights, the District also retains within its sole discretion all rights and powers not expressly limited by the clear and explicit language of this Agreement, including but not limited to the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:

ARTICLE IV - MANAGEMENT RIGHTS**2018-2021**

- 2.1.1 The rates of pay for any classification implemented during the term of this Agreement;
- 2.1.2 Security and safety measures and rules for unit members;
- 2.1.3 The transfer of unit members District-wide;
- 2.1.4 Staffing patterns, class sizes and teacher-student norms; and
- 2.1.5 The administration of all unit member health and benefit plans, including the selection of all carriers of health and benefit plans, and the manner and method of funding such plans.

Section 3 - Miscellaneous

- 3.1 All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein in a particular manner or the nonexercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
- 3.2 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth herein above, or any other rights of the District not expressly limited by the clear and explicit language of this Agreement, or arising out of or in any way connected with the effects of the exercise of any of such rights, is not subject to the grievance provisions set forth in Article V, except that discipline for just cause shall be subject to Article V.
- 3.3 The District agrees that nothing contained within this Article shall diminish, negate or abrogate any other Article or provision of this Agreement.

Section 1 - Definitions

- 1.1 *"Grievance"* - an allegation by a grievant that there has been a misinterpretation, a misapplication, or a violation of a specific provision of this Agreement.
- 1.2 *"Grievant"* - an individual member in the bargaining unit covered by the terms of this Agreement who alleges a grievance, or a group of members similarly situated if the District, the Association, and the individual grievant all consent to such group grievance, or the Association when it is the injured party.
- 1.3 *"Day"* - a day in which the central administrative office of the District is open for business.
- 1.4 *"Immediate Supervisor"* - the supervising administrator having immediate jurisdiction over the grievant at the time of the alleged infraction.

Section 2 - General Provisions

- 2.1 No unit member shall suffer reprisals or reduction in status solely as a result of having presented a grievance, or having presented evidence in a grievance.
- 2.2 Should a grievant choose to pursue a grievance without the intervention of the exclusive representative, then, prior to any final resolution of the grievance at any level, the District shall convey a copy of the grievance, and its proposed resolution to the Association and shall allow the Association seven (7) days to comment thereon. In such cases time limits will be extended appropriately.
- 2.3 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly and given appropriate distribution by the District. The cost of preparing such forms shall be borne by the District.
- 2.4 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 2.5 Any grievance should be treated as confidential information by all parties concerned until the final decision is made.
- 2.6 The grievant or his/her representative shall have access to any documents and school district records not privileged under law which are necessary to the resolution of the grievance.

ARTICLE V - GRIEVANCE PROCEDURE**2018-2021**

- 2.7 The time limits specified at each level should be considered maximums and every effort should be made to expedite the process. However, in each of Levels One and Two, either party may request, in writing, an extension of time for extenuating circumstances. It is the intent of the parties that such requests shall be granted.
- 2.8 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, shall permit the grievant to proceed to the next step.
- 2.9 Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed as acceptance of the decision as rendered.
- 2.10 A unit member may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by an Association representative, or by both.
- 2.11 All communications (other than decisions rendered), notices and papers required to be in writing shall be served personally, by certified United States mail, by facsimile or electronic mail, as agreed to by the parties.
- 2.12 Decisions rendered at all levels of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and to the Association (by regular mail). Time limits for appeal provided in each level shall begin the school day following receipt of the written decision by the interested parties.
- 2.13 The filing of a grievance shall in no way interfere with the right of the District to carry out its management responsibilities, subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement or other directive, pending the final decision of the grievance.
- 2.14 The Grievance Procedure shall not be used to challenge or change policies, regulations, or procedures of the District which are not included in this Agreement; nor shall the Grievance Procedure be used for other matters for which specific methods of review are provided by law, or by district policies, rules, or regulations.
- 2.15 When it is necessary for a grievant or representative designated by the Association to attend a grievance meeting or hearing during the school day, he/she will be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is required to appear in such meetings or hearings as a witness will be accorded the same right. Advance arrangements for participation of witnesses and representatives shall be made by the President of the Association with the Assistant Superintendent, Human Resources, or designee.
- 2.16 In the event that the Association is the grievant, the grievance shall be initiated at Level Two.

Section 3 - Procedures**3.1 Informal Level**

- 3.1.1 Within twenty (20) days after the grievant knows or should have known that he/she has a grievance, he/she must first discuss the matter with the immediate supervisor in an effort to resolve the problem informally. The grievant and the immediate supervisor should make every attempt to resolve the difference in this manner. The unit member must identify the conference as an informal level conference in the supervisor's office.
- 3.1.2 If an informal settlement is not effected, the grievant may proceed immediately to the formal level.

3.2 Formal Level One

- 3.2.1 Within five (5) days after the informal conference, the grievant may present his/her grievance on the prescribed form to his/her immediate supervisor. The form shall include statements indicating:
 - 3.2.1.1 nature of the grievance;
 - 3.2.1.2 the specific provision(s) of the contract allegedly violated;
 - 3.2.1.3 the specific remedy sought to resolve the grievance.
- 3.2.2 The immediate supervisor shall communicate his/her decision in writing within seven (7) days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level.
- 3.2.3 A conference shall be held within the above time limits at the request of either the grievant or the immediate supervisor.

3.3 Formal Level Two

- 3.3.1 If the grievant is not satisfied with the decision at Level One, he/she may appeal the decision on the appropriate form to the Superintendent or Superintendent's designee within seven (7) days after the receipt of the decision. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal.
- 3.3.2 The Superintendent or designee shall communicate his/her decision to the grievant in writing seven (7) days after receiving the grievance. If the Superintendent or designee does not respond within the time limit provided, the grievant may appeal to the next level.

- 3.3.3 A conference shall be held within the above time limits at the request of either the grievant, Superintendent, or designee.

3.4 Formal Level Three

- 3.4.1 If the grievant is not satisfied with the decision at Level Two, he/she may request in writing that the Association submit his/her grievance to arbitration within ten (10) days after the receipt of the decision.
- 3.4.2 The Association by written notice to the Superintendent within fifteen (15) days after receipt of the request from the grievant may submit the grievance to arbitration or appeal the grievance to the Board of Trustees. If the Board determines to hear the matter, the Board shall hear and decide the matter within thirty (30) working days of the appeal unless otherwise mutually agreed to. In the event that the Board decides the matter, its decision shall be final and binding. If the Board of Trustees decides not to hear the grievance, it shall notify the Association in writing within twenty (20) working days from receipt of the request for appeal and the Association may proceed through the regular Level Three procedures.
- 3.4.3 Submission to arbitration shall be made to the American Arbitration Association (AAA). The parties will then be bound by the rules and procedures of the AAA in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of the AAA.
- 3.4.4 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.
- 3.4.5 The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements or other remedies as he/she judges to be proper.

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 as complained of by the grievant. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, and upon post-hearing briefs of the parties.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually

found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor shall he/she consider it his/her function to decide any issue not submitted, or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition or subtraction) of the written terms of this Agreement. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his/her opinion such decision or award is fair or equitable.

No decision rendered by the arbitrator shall be retroactive beyond the beginning of the term of the Agreement.

If a grievance is not processed by the grievant and Association in accordance with the time limit set forth in this article, it shall not be subject to arbitration and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any step, the grievant may proceed to the next step.

Processing and discussing the merits of an asserted grievance shall not constitute a waiver by the District of a defense that the dispute is not grievable.

The arbitrator may hear and determine only one grievance at a time unless the District expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

The arbitrator shall submit his/her findings and recommendations in writing to the District, the grievant, and the Association. The arbitrator's recommendations made thereafter shall be final and binding upon the grievant, the Association, and the District, except that the findings and recommendation of the arbitrator shall not be binding upon the District or its governing body if said recommendation requires any appropriation of funds which exceed ten percent (10%) of the unrestricted contingency at the filing of Formal Level One grievance or Formal Level Two if the Association files the grievance.

If, within ten (10) working days, the District or Governing Board does not implement such an award, that exceeds the aforementioned contingency figures, the Association may enforce the provisions of this contract in a court of competent jurisdiction or in other legal bodies such as PERB.

- 3.4.6 The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room will be borne by the parties equally. All other costs will be borne by the party incurring them.

Section 4 - Court Procedure

- 4.1 Since this contract is binding on both parties, each party has the right to enforce provisions of this Agreement in a Court of Competent Jurisdiction.
- 4.2 The Association may elect to use court procedures and forego the Arbitration Procedures.

Section 1 - Certificated Evaluation Procedures

1.1 Formal Evaluation

1.1.1 Evaluations shall be conducted by the evaluatee’s immediate supervisor or designee. An evaluatee will be notified by October 1 if the evaluator is other than the immediate supervisor. An evaluatee may submit a request for a change of evaluator to the Assistant Superintendent, Human Resources.

1.1.2 All provisional, temporary and probationary contract unit members shall be formally evaluated once every year. This evaluation shall be completed by February 28. All unit members on categorical contracts shall be evaluated on the same schedule as probationary employees for the first two (2) years of employment. Starting year three (3), the evaluations will occur on the same schedule as permanent unit members.

1.1.3 All permanent unit members shall be formally evaluated every other year. Permanent unit member evaluations shall be completed not later than thirty (30) days before the end of the school year and shall be discussed with the evaluatee at that time. If an evaluatee’s performance does not meet one or more of the three standards being evaluated, the evaluation will take place annually on those specific standards until the performance meets standards. If an evaluatee’s overall performance does not meet standards, the entire evaluation will take place annually until the overall performance meets standards. The District may require an evaluatee receiving a does not meets standards evaluation to participate in a program to improve the evaluatee’s performance. Such a program shall take place during release time within the work day. Special Services employees (psychologists, speech and language pathologists, school nurses, and counselors) will continue to utilize the P-12 evaluation form.

1.1.3.1 If the evaluatee and the evaluator agree, the two year evaluation cycle set forth in 1.1.3 may be extended by three (3) additional years, to a five (5) year cycle, for permanent unit members who have been employed by the District at least ten (10) years, are Highly Qualified as defined in 20 U.S.C. Section 7801 and whose previous evaluation met standards. The unit member or evaluator may withdraw consent for this evaluation cycle at any time. The determination to extend or withdraw consent by the District shall be at the sole discretion of the evaluator. During the non-evaluation years, the unit member will complete the Goal Setting form identified in 1.3.8.

<i>Last Evaluation</i>	<i>Next Evaluation in 1.1.3.1</i>
<i>2013-2014</i>	<i>2018-2019</i>
<i>2014-2015</i>	<i>2019-2020</i>
<i>2015-2016</i>	<i>2020-2021</i>
<i>2016-2017</i>	<i>2021-2022</i>

1.1.4 An evaluatee's formal evaluation will be discussed with him/her at a conference and a written copy of it given to the unit member at that time. If an evaluator has made reasonable attempts to schedule the conference in a timely manner and the evaluatee is unable to meet with the evaluator prior to the deadline for the formal evaluation due to absences or other circumstances, a copy of the evaluation will be mailed by certified mail, return receipt requested, to the last known address, and a conference will be held as soon thereafter as reasonably possible. The evaluatee may write a response to the evaluation which will be placed in his/her personnel file.

1.1.5 A unit member transferred to a new and different job classification shall be evaluated in that new classification in that year, if he/she has no previous experience in that area within the last seven (7) years, even though the person was evaluated the previous year. (Classification - teacher, nurse, psychologist, counselor, speech and language pathologist.)

1.2 Criteria

All unit members will be evaluated on three of the following criteria as they relate to their specific positions. The Superintendent and/or designee shall choose one standard each year on which all unit members shall be evaluated, the evaluator shall choose a second standard, and the evaluatee shall choose a third standard.

1.2.1 CSTP Standard 1: Engaging and Supporting All Students in Learning

1.2.2 CSTP Standard 2: Creating and Maintaining Effective Environments for Student Learning

1.2.3 CSTP Standard 3: Understanding and Organizing Subject Matter for Student Learning

1.2.4 CSTP Standard 4: Planning Instruction and Designing Learning Experiences for All Students

1.2.5 CSTP Standard 5: Assessing Student Learning

1.2.6 CSTP Standard 6: Developing as a Professional Educator

1.3 Initial Conference

1.3.1 No later than October 31 of each year, an initial conference shall be held between the unit member who is being evaluated and the evaluator. For those unit members employed after the start of the school year, the initial conference shall take place within the first six (6) weeks of employment.

If a unit member is unable to meet during the initial conference period due to an extended absence, the initial conference will be completed within three (3) weeks of the unit member's return to work.

1.3.2 Prior to the initial conference, the evaluator will:

- 1.3.2.1 Ensure the unit member being evaluated has copies of the California Standards for the Teaching Profession, Board-adopted goals and objectives, relevant District standards of expected student achievement, school identified goals and objectives, and appropriate unit member job descriptions.
 - 1.3.2.2 Review the evaluation criteria and process.
 - 1.3.3 At the initial conference, the following will be mutually agreed upon in writing on the Initial Conference Agreement form for those participating in the evaluation process:
 - 1.3.3.1 Class Profile
 - 1.3.3.2 Learning Environment
 - 1.3.3.3 Goals for the Year
 - 1.3.3.4 Evaluation Areas
 - 1.3.3.5 Support Needed
 - 1.3.4 An Initial Conference Agreement form will be completed, co-signed, and a copy given to the unit member. The evaluator will retain a copy. At the initial evaluation conference for unit members other than teachers, mutually agreed upon goals and objectives for performance relative to the unit member's major duties and responsibilities will be determined.
 - 1.3.5 If mutual agreement on the Initial Conference Agreement form cannot occur, and an item is added without mutual agreement, it should be labeled "included at the evaluator's request" or "included at the evaluatee's request." Evaluation on such items is at the discretion of the evaluator. If the evaluatee wishes, he/she may attach a rebuttal sheet to the Initial Conference Agreement form.
 - 1.3.6 During the initial conference, if there are any areas of concern that the supervisor is aware of at that time that may result in a does not meet standards performance rating, they will be discussed and included on the Initial Conference Agreement form. Notification of these areas of concern shall be made to the unit member in a timely manner prior to the initial conference period in the fall if the supervisor is aware of them prior to that time.
 - 1.3.7 The Initial Conference Agreement form may be modified by mutual consent at any time during the year.
 - 1.3.8 Unit members who are not in their evaluation year shall complete the Goal Setting form as described in the evaluation process by the end of the first trimester.
- 1.4 **Assessment**
- 1.4.1 Evaluation should be conducted with mutual respect and confidence.

- 1.4.2 Evaluation will be based on objective data compiled by the evaluatee and the evaluator on the attainment of student standards, first-hand observation, visitations, and professional judgments by the evaluator after consultation with the evaluatee.
- 1.4.3 The evaluatee shall be observed by the evaluator at least two (2) times prior to the final evaluation. Prior to each formal observation, the Teacher Pre-Observation form will be completed by the evaluatee. Upon mutual agreement between the evaluatee and evaluator, a lesson plan can be provided in addition to or in lieu of the Teacher Pre-Observation form. Formal observations shall take place at times mutually agreed to between the evaluatee and the evaluator. Informal observations may occur at any time without prior agreement. All observations may be used in the evaluation process.
- 1.4.4 A conference between the evaluatee and the evaluator will be scheduled within one week of the evaluator's formal observation of the evaluatee's classroom. During this conference the Teacher Post Observation Reflective Questions Guide can be used to elicit a discussion of the evaluator's observation of the classroom lesson and the evaluatee's reflection on the lesson he/she delivered.

Any concerns on the part of the evaluator should be identified and addressed at this time and an additional observation can be scheduled through mutual agreement as appropriate. Any concerns that may result in a potential evaluation rating of "Does Not Meet Standards" on the final evaluation should be addressed through a Performance Improvement Plan developed by the evaluator and evaluatee.

- 1.4.5 An evaluatee shall be given notice within a reasonable time of any action or inaction on the part of the evaluatee which may adversely affect an evaluation. Such notice shall be based on reliable information. The information and its source shall be disclosed in the notice. Concrete ways to improve substandard performances shall be included in the notice.

See Appendix for all evaluation related forms.

Section 2 - Change of Job Descriptions

- 2.1 If and when changed job descriptions are in a semi-final form, but prior to forwarding to the Board, the Superintendent, or designee, shall send the descriptions to the Association and, upon the Association's request, meet with representatives and discuss the descriptions with the representatives and obtain their suggestions and input. If there is a dispute on the changes, both management and the Association will have an opportunity to present the issues, in writing, to the Board of Trustees which shall make the final decision.

Section 3 - Unit Members' Personnel File

- 3.1 Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment shall be made available for the inspection of the person involved.

- 3.2 Every unit member shall have the right to inspect ratings, reports, records and all other materials placed in his/her official personnel file which may serve as a basis for affecting the status of his/her employment, except as follows:
- 3.2.1 Materials such as ratings, reports, or records which were obtained prior to the first date of district service;
 - 3.2.2 Materials prepared by identifiable examination committee members;
 - 3.2.3 Materials which were obtained in connection with a promotional examination.
- 3.3 Every unit member shall have the right to inspect such materials upon request, provided that the inspection is made at a time when such person is not actually required to render services to the District.
- 3.4 A unit member shall be provided any derogatory material or complaint before it is placed in his/her personnel file. He/she shall also be given an opportunity during normal business hours during non-student-contact time, and with released time to review the material and to prepare a written response to such material. The written response shall be attached to the material.

Section 4 - Complaints

- 4.1 In order to promote fair and constructive communication, the following procedure shall govern the resolution of complaints as they might relate to a unit member's evaluation. Every effort should be made to resolve a complaint at the earliest possible stage. Parents, guardians, unit members, and other school personnel are encouraged to orally resolve concerns with the unit member personally.
- Supervisors shall request complainants to make direct contact with the unit member when it has not occurred prior to the supervisor being asked by a complainant to resolve a complaint. The steps listed below shall be followed in circumstances where the complainant initiates contact with a unit member's supervisor in order to notify the supervisor that in his/her opinion informal attempts by the parties to resolve a complaint have not been successful or the complainant is unwilling to initiate direct contact with the unit member.
- 4.2 No complaint shall be used in the evaluation of a unit member nor placed in the personnel file unless it has been documented and signed and the following process has been followed:
- 4.2.1 The unit member's supervisor shall discuss the complaint with the unit member. The discussion will include both the nature and source of the complaint by name.
 - 4.2.2 The supervisor will investigate the complaint.

- 4.2.3 Whenever possible, the supervisor will attempt to informally resolve the complaint.
- 4.2.4 When informal attempts to resolve the complaint have failed, the complainant will be requested to put the complaint in writing and sign the complaint. If the complainant refuses, it will be so noted. At this time, the unit member's supervisor shall notify the unit member as to what steps will be taken next, if any. Information regarding the complaint shall be put in writing (the nature and source of the complaint shall be noted or a copy of the complainant's written complaint shall be included as an attachment) by the unit member's supervisor and given to the unit member if the complaint will be used in the unit member's evaluation or put in the unit member's personnel file.
- 4.2.5 The unit member will be given an opportunity to attach a response to the complaint.

Section 5 - Aides and Home/Hospital/Intervention Teachers

- 5.1 Performance of an aide or home/hospital/intervention teacher will not affect the unit member's evaluation, insofar as such performance is within the control of the unit member.

Section 6 - Grievances

- 6.1 The evaluator's judgments and ratings are not subject to the grievance procedure. Failure only to follow procedures incorporated in Article VI is subject to the grievance procedure.

Section 7 – California Standards for Teaching Profession

- 7.1 In the event changes are needed, the District and Association shall convene a joint committee composed of up to four representatives each to review the evaluation process and evaluation forms aligned with the California Standards for the Teaching Profession (CSTP), and consistent with the Stull Act provisions contained in Education Code Section 44662. The District and Association shall establish a joint committee composed of up to four representatives each to develop a pilot evaluation instrument for special services employees (psychologist, speech and language pathologist, nurse, and counselor) and present recommendations to the District and Association bargaining teams for review and approval by February 1.

Section 1 – Definitions

- 1.1 Transfer: A transfer refers to any District action resulting in the movement of a member of the unit from one position to another position. The term "from one position to another position" for the purposes of this Article only, shall be defined as follows:
"The movement of a classroom teacher from one school site to another site within his/her credential(s)."
- 1.2 Reassignment: A reassignment is a change in an assignment within a school site.
- 1.3 Specialized Programs: Specialized programs are positions that require a specialized credential or are assigned to a particular program. Examples of current positions are Teachers on Special Assignment, Elementary Visual and Performing Arts teachers, and Dual Language Program teachers.

Section 2 - Unit-Member Initiated Transfer refers to a transfer which occurs as a result of a unit member's request.

- 2.1 Any unit member may apply for posted vacancies provided he/she is credentialed and qualified for the position.
- 2.2 A unit member shall first notify and upon request discuss the possible transfer with his/her immediate supervisor.
- 2.3 Any unit member applying for a transfer under this section who is appropriately credentialed is guaranteed an interview for the position(s) in question.
- 2.4 The filing of a request for a unit-member initiated transfer does not jeopardize the employee's current position, but reflects only a desire for professional growth.
- 2.5 A unit member who transfers under this section shall not be transferred under a district-initiated transfer the following year.
- 2.6 The Assistant Superintendent, Human Resources, or designee, shall grant the unit member one (1) day without instructional duties to effect such transfer if the transfer occurs during the school year. An additional day may be granted if needed.

Section 3 - A District-Initiated Transfer refers to any District action resulting in movement of a unit member from one school site to another because of increasing enrollment, declining enrollment, school openings, school closures, the need to balance staff and the need to displace unit members due to lay-off or restructure of programs.

- 3.1 An administrator shall use District seniority under this section when instituting a transfer unless compelling reason(s), such as specific and defensible needs of students, staff and/or educational programs, exist to override such use.

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- 3.2 Prior to any staff notification, the immediate supervisor shall first meet and discuss the possible transfer with any considered unit member(s).
- 3.3 When compelling reason(s) override District seniority, the immediate supervisor shall meet with the unit member and provide in writing the compelling reason(s).
- 3.4 A unit member shall not be transferred more often than once every two (2) consecutive years under this section.
- 3.5 Every effort shall be made to notify a unit member by June 1 if he/she is to be transferred under this section.
- 3.6 All unit members transferred under a District-initiated transfer may apply for and shall be placed in non-specialized positions before any other unit members can apply for posted vacancies. Prior to the placement of probationary/permanent unit members transferred under this provision, the unit member may apply for open specialized positions.
 - 3.6.1 Unit members interested in vacant positions that exist in specialized programs must apply for the posted vacant position and will be granted an interview provided he/she is credentialed and qualified for the position. The District shall open vacant positions that exist in specialized programs to all unit members who may be interested in applying. Positions within specialized programs in the District are positions assigned to a particular department/program and not to the school in which the program may be located.
- 3.7 A unit member selected for a District-initiated transfer due to decreasing enrollment shall be given the opportunity to interview for posted specialized vacancies and/or notify the Assistant Superintendent, Human Resources, in writing of his/her top three priority choices for non-specialized placement. Every effort will be made to try to assign the unit member to one of his/her priorities. If the unit member is not assigned to one of his/her top priorities, the Assistant Superintendent, Human Resources, and the unit member will meet to explore options and mutually agree to an assignment. If no mutual agreement is reached, the unit member may continue to apply for posted positions until selected or administratively assigned.
 - 3.7.1 Unit members who must move from one school site to another due to increasing enrollment, declining enrollment, school openings, school closures, the need to balance staff and the need to move unit members due to lay-off or restructure of programs are considered to be “displaced.” For the purposes of this section, all positions filled by temporary teachers during the school year, including those initially filled by temporary teachers who were then converted to probationary status after the beginning of the school year, shall be considered open and vacant when they continue to exist in the following school year. Such teachers shall be transferred after level two prior to level three.

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Level One (District Initiated) - All open and vacant non-specialized classroom/program positions known to the District shall first be made available to displaced Probationary and Permanent unit members at the site level. Placement in the open and vacant positions shall be based on District seniority. If two or more unit members share the same district seniority date and have requested the same position, the tie shall be broken by the drawing of straws or names. A displaced unit member who does not want to be placed in any of the open or vacant non-specialized classroom/program positions at his/her school site may pass on accepting any of these site positions and move on to Level Two or Three instead.

Level Two (District Initiated) - Following the conclusion of the Level One process at all school sites, all remaining open and vacant positions left unfilled from Level One and any new open and vacant non-specialized classroom/program positions known to the District shall be advertised only to the remaining displaced teachers from throughout the District. A displaced unit member who does not want to be placed in any of the open or vacant non-specialized classroom/program positions available at Level Two may pass on accepting any of the positions available during the Level Two process and move on to Level Three instead. Displaced teachers interested in placement in a vacant non-specialized classroom/program position at Level Two shall submit their first through third assignment preferences to the Assistant Superintendent, Human Resources. District seniority shall apply if two or more candidates want the same position. The District shall make every effort to assign the unit member one of his/her three (3) preferences by June 1. If a unit member cannot be assigned to one of his/her three (3) preferences, the Assistant Superintendent, Human Resources, and the unit member shall meet to explore options and mutually agree to an assignment. If no mutual agreement is reached, the unit member may continue to apply for posted positions until selected or administratively assigned.

Level Three (Unit Member Initiated) - All open and vacant positions shall be posted District-wide. Displaced unit members are not guaranteed priority consideration or placement at this Level.

- 3.8 The Assistant Superintendent, Human Resources, or designee, shall grant the unit member two (2) days without instructional duties to effect such transfer or equivalent sub pay to effect the transfer should the unit member choose to perform those tasks on a non-workday mutually agreed upon between the unit member and the immediate supervisor. One additional day may be granted if needed.
- 3.9 The District shall seek volunteers for transfer under this section initiated because of declining enrollment. Such volunteers will be accepted unless it would be detrimental to the education program.

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- 3.10 Administrative assignment shall mean the placement of a certificated employee in a vacant position by the Assistant Superintendent, Human Resources, when he/she has been transferred by a District-initiated transfer or administrative transfer or returning from a leave of absence and has chosen not to screen for vacancies or has not been placed in a position by the first working day.
- 3.11 A probationary/permanent unit member displaced under this section shall retain the right of return to the site from which the unit member was displaced should there be an opening during the school year for which the displacement was necessitated. In the event that multiple displacements took place at that site for that same school year, unit members shall be offered the position in District seniority order. Passing on such an opening waives the unit member's right of return should there be further openings.

Section 4 - An Administrative Transfer refers to any District action resulting in the movement of a unit member from one position to another position, excluding two and three above, for just cause.

- 4.1 The immediate supervisor shall first discuss the possible transfer with the unit member.
- 4.2 Upon request by the unit member, the immediate supervisor shall place in writing the reason(s) for the transfer.
- 4.3 Every effort shall be made to notify a unit member by June 1 if he/she is to be transferred under this section.
- 4.4 A unit member may appeal a transfer under this section to the Superintendent who shall make the final determination which is subject only to any rights the unit member may have under the grievance procedure.
- 4.5 A unit member may be granted, upon request to the Assistant Superintendent, Human Resources, two (2) days without instructional duties to effect such transfer if the transfer occurs during the school year. One additional day may be granted if needed.

Section 5 - Mutual Exchange of Position refers to transfer which occurs as a result of two (2) unit members mutually agreeing to exchange positions.

- 5.1 Exchange transfers may only occur with the mutual concurrence of each unit member's respective supervisor.
- 5.2 Exchange transfers may occur only if the unit members in question hold the appropriate credentials.
- 5.3 Transfers under this section shall be coordinated by the Assistant Superintendent, Human Resources, and shall be for a period of one (1) full year.

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- 5.4 At the conclusion of the one-year exchange, each unit member will automatically return to his/her previous assignment unless all parties involved agree to make the exchange permanent.

Section 6 - Intra-School or Intra-Departmental Reassignment

- 6.1 An immediate supervisor may make reassignments of existing staff without advertising and screening.
- 6.2 When reassignments are necessary, the immediate supervisor shall first meet and gather input regarding the possible reassignment with any considered unit member.
- 6.3 In making this decision, the immediate supervisor shall consider the following (not listed in priority order) when reassigning staff: District Seniority, teacher preference, needs of the students, needs of the educational program, and needs of the staff.
- 6.4 Once the decision has been made, the immediate supervisor shall meet to notify each unit member being reassigned.
- 6.4.1 Every effort shall be made to notify a unit member by June 1 if he/she is to be reassigned under this section.
- 6.5 Upon request by the unit member, the immediate supervisor shall place in writing the reason(s) for the reassignments.
- 6.6 At the beginning of each school year, teachers at a site shall be given the opportunity to complete a form notifying their immediate supervisor of the position(s) they would like to be considered for should they become vacant at any time during the school year. Before a site vacancy is filled, the immediate supervisor shall announce to the staff in writing the vacancy for two (2) working days. In the spring, teachers at a site shall again be given the opportunity to fill out the form for reassignment to desired positions in the fall should positions become vacant during summer recess. It is understood that teachers may revise their forms at any time during the year. Before a vacancy is posted, the immediate supervisor shall give consideration to these written requests for reassignment from the teachers at that site and conference with the teacher during the school year. A reasonable effort will be made to conference with the teacher at other times.
- 6.7 Reassignment provisions shall not apply once a site opening has been posted as a District vacancy.

Section 7 - Announcement of Vacancies

- 7.1 The Assistant Superintendent, Human Resources, is responsible for advertising vacancies, coordinating the screening process with the principals or administrators, and for making recommendations to the Superintendent for all assignments.
- 7.2 Announcement of vacancies shall include, when known, but not be limited to, site location, position, grade level, subject matter, required qualifications, desired qualifications, and the closing date for filing. Job descriptions shall be available in the office of Certificated Human Resources.
- 7.3 Announcement of vacancies shall be sent to all schools, departments, and the Association office.
- 7.4 Announcement of vacancies shall be posted for no less than seven (7) days.
- 7.5 A unit member may apply for posted vacancies by notifying the Human Resources Office in writing.
- 7.6 An applicant shall not be considered for a vacancy unless he/she meets the qualifications on the posted vacancy (e.g., credential). An applicant with an emergency credential shall not be selected over a candidate with a credential.
- 7.7 Unit member(s) not qualified or not selected for a position shall be notified in writing within seven (7) days following the screening period.
- 7.8 The District shall, upon request of the unit member, notify that unit member during the summer recess of posted vacancies which may occur during that period of time.

Section 8 - Screening Process

The District shall use the following process for filling vacancies:

- 8.1 The District shall screen outside applicants in a manner it deems appropriate and forward to the school or program the names of unit member applicants and those outside applicants whom the District deems qualified. The names of applicants forwarded shall not be ranked.
- 8.2 A screening committee shall be utilized at the school level or at the program level. It shall consist of no more than six (6) persons. The screening committee shall paper-screen and/or interview all applicants who meet the qualifications.
- 8.3 At the conclusion of the screening process, the committee shall recommend to the immediate supervisor an applicant to fill each vacancy. The committee may recommend more than one applicant.

Section 1 - Illness or Injury Leave

1.1 Every unit member employed five (5) days a week shall be entitled to ten (10) days of absence for injury or illness. A unit member employed for less than five (5) school days a week shall be entitled, for a school year of service, to that proportion of ten (10) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5).

1.2 In addition, full-time unit members shall be entitled to one (1) additional day of illness or injury leave per year. Part-time unit members shall receive the proportion of the additional day that relates to the number of hours actually worked.

A full-time unit member who does not use the full amount of illness or injury leave allowed in any school year shall be given cumulative credit for unused time up to a maximum of ten (10) days. Part-time unit members may accumulate only the amount that would have been due them without the additional partial day. Credit for the annual allotment of illness or injury leave need not be accrued prior to taking a leave and the leave may be taken at any time during the school year.

1.3 In a school year, a bargaining unit employee may use up to twenty (20) days accrued and available sick leave to attend to an ill child, parent, spouse, or a member of the immediate family of the bargaining unit member. The District may require the same types of illness verification as set forth in Article VIII, Section 1.8. "Child" or "parent" shall include biological, foster, adoptive, step relationships as well as the relationship with legal guardian/ward and in loco parentis. This is in addition to the ten (10) personal necessity days.

1.4 The District shall notify each unit member at the beginning of each school year of the number of accumulated unused illness or injury leave days credited to the member.

1.5 Unit members who transfer from one district to another shall have their unused illness or injury leave transferred pursuant to the appropriate provisions of state law.

1.6 Unit members who retire with illness or injury leave balances credited to them shall be entitled to convert the leave to the State Teachers' Retirement System pursuant to the appropriate provisions of state law.

1.7 During each school year, when a unit member has exhausted all available sick leave under Section 1.1 and 1.2 and continues to be absent from his or her duties on account of illness or accident for an additional period of five school months, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him or her for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence, or if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed.

The school district shall make every reasonable effort to secure the services of a substitute employee. For the purposes of this provision the sick leave, including accumulated sick leave, and the five-month period shall run consecutively and an employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

- 1.8 Upon return from absence for illness, the unit member shall complete a statement verifying that the absence was due to illness. If the used leave exceeds five (5) consecutive work days and the District has good cause to believe that the absence was not due to illness or that the unit member may not be fit to return to work, the District may require a verification of illness or statement that the unit member is fit to return to work from the unit member's physician or family health advisor. The District will reimburse the unit member for actual out-of-pocket payment to the physician, if any, for such verification only.
- 1.9 The District reserves the right to require for good cause an examination by a physician of the District's own choosing at District expense without regard to the length of absence.
- 1.10 Absences for portions of a day shall be accounted for in one (1) hour increments.
- 1.11 The District shall have the right to retain a unit member who becomes ill for a reasonable time, generally until substitute supervision is obtained.
- 1.12 The District agrees to WTA continuing to implement the established sick leave bank for its unit members which is in compliance with appropriate legal provisions. It is the parties' intent that this section is consistent with the terms and conditions set forth in Ed. Code section 44043.5.
- 1.13 A half day of leave of absence for a full time unit member is 3.75 hours and a full day is 7.5 hours.

Section 2 - Bereavement Leave

- 2.1 When death occurs in the immediate family of any unit member, the unit member shall be entitled to up to five (5) days leave of absence with pay for bereavement.
- 2.2 "Immediate family" as used in this section, shall consist of mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, daughter, brother, sister, aunt, uncle or current son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparent or stepchild of the unit member, or any relative, or any other person living in the immediate household of the unit member.

Section 3 - Personal Leaves

3.1 Personal Leaves for Full Year(s)

A unit member shall be granted a personal leave of absence without pay under the following conditions:

- 3.1.1 The unit member requesting the leave has completed no less than five (5) years as an employee of the District;
- 3.1.2 That there shall be no cost incurred by the District;
- 3.1.3 That no leave under this provision shall exceed one (1) year, unless the unit member applies for and receives in advance approval for a second year. Approval for the second year is within the discretion of the District. In no event shall the leave exceed two (2) years;
- 3.1.4 That the unit member on leave shall not be granted credit for experience or salary advancement upon returning to full time employment other than his/her entitlement at the end of the year prior to the leave, except:
 - 3.1.4.1 College or university units earned during the leave shall be used to calculate the individual salary position upon returning from leave;
 - 3.1.4.2 Foreign teaching service shall be granted as experience credit;
 - 3.1.4.3 National voluntary service that is teaching related shall be granted as experience credit;
 - 3.1.4.4 That a leave under this policy shall be for one (1) complete school year (September through June);
 - 3.1.4.5 That all requests for a full year's leave under this section shall be submitted to the Assistant Superintendent, Human Resources, prior to March 1 of each year;
 - 3.1.4.6 That a unit member requesting a leave under this section shall be working full time for the District and completing a full school year of service.

3.2 Personal Leave for a Partial Year

A unit member may be granted a personal leave, including a leave for health or child care not covered by Section 3.3 below, for a partial year without pay at the discretion of the District under the following conditions:

- 3.2.1 Except in unusual circumstances, that application be made to the Assistant Superintendent, Human Resources, at least thirty (30) calendar days prior to the requested commencement date of the leave;
- 3.2.2 That there be no cost to the District;
- 3.2.3 That the unit member on leave shall not be granted credit for experience or salary advancement unless the member serves seventy-five percent (75%) of the school year.
- 3.2.4 That a unit member requesting leave under this section be working within a full time position for the District.

3.3 Personal Leave for Health and Child Care

A unit member shall, upon submission of supporting information, be granted a personal leave without pay for health or child care. Such leave shall be subject to the following conditions:

- 3.3.1 There shall be no cost incurred by the District;
- 3.3.2 That no leave under this policy shall exceed the end of the school year during which the leave begins unless the unit member applies for and receives in advance approval for the next school year. Approval for the next school year is within the discretion of the District. In no event shall the leave exceed two (2) years;
- 3.3.3 That a request for leave under this section shall be submitted to the Assistant Superintendent, Human Resources, as soon as the unit member is aware of the need for the leave;
- 3.3.4 That a unit member requesting a leave under this section be working full time for the District.

3.4 A unit member who has been granted a leave of absence pursuant to this section shall, before April 1 of the school year prior to his/her scheduled return, confirm his/her return to the District, in writing by certified mail. In lieu of certified mail, a unit member may personally bring the letter to the Human Resources Office.

If the April 1 deadline is not met, the unit member's position will be considered vacant and reinstatement may not be possible. However, if an opening occurs, the unit member shall be entitled to a position.

Section 4 - Pregnancy Disability Leave

- 4.1 The District shall provide for an unpaid leave of absence from duty for any unit member who is disabled from working because of pregnancy, miscarriage, childbirth, or recovery thereafter.
- 4.2 The length of absence, including the date on which leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician. Requests for a pregnancy disability leave must be accompanied by a statement from the physician verifying the pregnancy and stating the expected date of return. Notification must be given to the District thirty (30) calendar days prior to the last scheduled day of work.
- 4.3 Any unit member who is absent from her duties for disabilities connected or resulting from pregnancy shall be allowed to use her available illness/injury leave and/or extended illness leave for the duration of the disability as determined by the unit member's physician.
- 4.4 Up to four (4) months of pregnancy disability leave under this section will run concurrently with the unit member's entitlement to leave under Government Code section 12945. This leave commences on the first day the unit member is disabled from working by pregnancy or a related condition.

Section 5 – Parental Bonding Leave

- 5.1 When the unit member is no longer disabled by pregnancy, childbirth, or related conditions as determined by her health care provider and is not eligible for bonding leave under the California Family Rights Act (CFRA), the unit member shall be entitled to up to 30 days of his/her available full paid sick leave to bond with the newborn child.
- 5.2 A unit member who is eligible for bonding leave under the California Family Rights Act (CFRA) may use up to 12 weeks of leave for this purpose, compensated at the differential pay rate. The 12 week period or portion thereof to which the unit member is entitled under CFRA shall be reduced by up to 30 days of full paid sick leave used by the unit member during this period.
- 5.3 A unit member who is an adoptive parent and is not eligible for bonding leave under the California Family Rights Act (CFRA), shall be entitled to up to 30 days of available full paid sick leave to care for a newly-adopted child.

- 5.4 A unit member who is an adoptive parent and is eligible for bonding leave under the California Family Rights Act (CFRA) may use up to 12 weeks of leave for this purpose, compensated at the differential pay rate. The 12 week period or portion thereof to which the unit member is entitled under CFRA shall be reduced by up to 30 days of full paid sick leave used by the unit member during this period.
- 5.5 If both parents of a newborn or newly adopted child work for the District, both parents would be able to split the 12 weeks of parental bonding leave related to the birth or placement of a child, but would not each have a separate 12 week leave regardless of the marital status of the parents. ((Under CFRA regulations 2 CCR section 11088 (c)).

Section 6 - Unpaid Family Leave

- 6.1 A unit member who has worked for the District for more than one year and has worked at least 1,250 hours in the 12 month period before the date of the commencement of the leave, is eligible for up to 12 weeks of family leave within a 12 month period. Family leave may be used for the birth of a child, care of a child, placement of a child for adoption or foster care with the employee, care of the employee's spouse, child or parent (if such person has a serious health condition), or for a serious health condition which renders the employee unable to perform the functions of his/her position. For child bonding purposes, unpaid family leave under this section runs concurrently with CFRA bonding leave described in Section 5.
- 6.2 During the period of family leave, the unit member shall be entitled to the employee's existing health care coverage at District expense for a period not to exceed 12 weeks in any 12 month period, beginning with each school year. The unit member must continue to pay any employee contributions applicable to the coverage. Thereafter, the unit member may continue health care coverage at his/her own expense. If the unit member does not return to work following unpaid family leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle the unit member to the leave; or (2) other circumstances beyond his/her control, the unit member may be required to reimburse the District for its share of health care premiums paid on his/her behalf during the leave.
- 6.3 Upon request of the District, the unit member may be required to submit a doctor's statement of the health condition of himself/herself or the family member, certifying the date that the condition commenced, the probable duration of the condition, and estimate of the amount of leave needed, and including a statement that the condition warrants the unit member's presence to provide treatment or supervision.
- 6.4 The unit member shall give the District at least 30 days advance notice of the need for taking leave, except in emergency situations, in which case the unit member shall give the District as much notice as is reasonably possible. Every effort shall be made to coordinate the leave with the beginning and/or end of an academic term, and the District may require the employee to continue his/her leave until the end of a term, to the extent permitted by law.

- 6.5 Leave status under this provision shall not constitute a break in service for purposes of longevity, seniority or District benefit plans. A unit member returning from family leave shall be entitled to the same or equivalent position, and shall be assigned in accordance with Article VII of this Agreement.
- 6.6 Any leave taken pursuant to this provision shall run consecutively with any other leave(s) provided for in this Article, except sick leave/CFRA leave used for bonding with a newborn or newly placed child.

Section 7 - Public Office Leave

- 7.1 A unit member who is elected to full-time public office shall be granted an unpaid leave of absence from his/her duties during the term of the elected office.
- 7.2 Within six (6) months after the term of office expires, the unit member shall be entitled to return to the same or similar position held at the time of the election, at the salary to which the unit member would have been entitled had the unit member not been absent from the service of the District.

Section 8 - Association Leave

- 8.1 A leave of absence without pay shall be granted to a unit member elected to serve for his/her state or national association at the executive level for a maximum of two (2) terms.
- 8.2 At the beginning of the next semester after completion of the leave, the unit member shall be entitled to return to a certificated position within the scope of his/her credential(s), and shall resume on the salary schedule on the next step from the last position.

Section 9 - Witness/Jury Duty Leave

- 9.1 If a unit member, who is not a litigant in a case, is necessarily absent because of his/her appearance before a grand jury or in court as a witness in response to a subpoena duly served, in a matter related to the unit member's District employment, his/her full salary shall be paid during the period of such absence. Leave to appear as a witness, other than as a litigant, in any matter not related to the unit member's District employment shall be deducted from the unit member's Personal Necessity leave.
- 9.2 Each date of necessary attendance in court or before a grand jury, other than the date specified in the subpoena, shall be certified by the clerk or other authorized office of such court or grand jury. In any case in which a witness fee for jury duty is payable, such fee shall be collected by the unit member and remitted to the District.
- 9.3 Evidence of the subpoena is to be given to the immediate supervisor. The subpoena must be attached to the absence form submitted to the attendance clerk.

9.4 Leave of absence shall be granted to a unit member who is regularly called for jury service in the manner prescribed by law. Such leave shall be with pay not to exceed ten (10) days. Those unit members who are able to postpone jury duty from the regular school year to a time outside the work year, shall receive current substitute daily rate of pay for each day of such jury service. This option is at the unit member's discretion.

Section 10 - Personal Necessity Leave

10.1 All full-time unit members may use sick leave benefits, not to exceed ten (10) days in any school year, in cases of personal necessity, including any of the following:

10.1.1 Unit members desiring to use available sick leave for the purposes of personal necessity shall notify their immediate supervisor 48 hours in advance of taking such leave, unless an emergency makes such notice impossible. In such case, the unit member shall notify their immediate supervisor as soon as practicable.

10.1.2 Personal necessity shall be used for personal business responsibilities which require the unit member's presence during working hours and no other arrangements can be made. Use of sick leave days for personal necessity reasons must not be used for purposes of personal convenience or for the extension of a holiday or vacation period, recreational activities, association activities or for matters which can be taken care of outside the work hours.

An employee shall not be required to disclose the specific reason(s) for use of personal necessity days, but shall certify in writing that said leave was taken in compliance with this article.

10.1.3 Approval of personal necessity days in excess of ten (10) may be granted by the Assistant Superintendent, Human Resources when extenuating circumstances exist. The unit member shall make an advance request in writing, include the specific reason for the request, and have accrued sick leave to utilize for the absence.

10.2 "Immediate family" as used in this section shall consist of mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, daughter, brother, sister, aunt, uncle or current son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparent or stepchild of the unit member, or any relative, or any other person living in the immediate household of the unit member.

10.3 Personal necessity leave does not accumulate from year to year.

10.4 Personal necessity leave may not be claimed if a unit member engages in a work slowdown, walkout or strike.

10.5 Personal necessity leave for part-time unit members shall be pro-rated.

Section 11 - Industrial Accident and Illness Leave

- 11.1 A unit member who has completed six (6) months of employment in the District shall be entitled to an industrial accident or illness leave of absence not to exceed sixty (60) working days in any one (1) fiscal year for the same accident.
- 11.2 When a unit member incurs an industrial accident or illness, he/she shall report it to his/her immediate supervisor before the close of the working day in which the accident or illness occurs. A Workers' Compensation form shall be filed with the District Human Resources Office within forty-eight (48) hours from the time such accident or illness occurs, or when the member can reasonably be expected to file.
- 11.3 The following governs industrial accident or illness leaves of absence:
 - 11.3.1 Allowable leave shall be for not more than sixty (60) working days in any one (1) fiscal year for the same accident;
 - 11.3.2 Allowable leave shall not be accumulated from year to year;
 - 11.3.3 Industrial accident or illness leave shall commence on the first day of absence;
 - 11.3.4 When a unit member is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary;
 - 11.3.5 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award;
 - 11.3.6 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 11.4 During any paid leave of absence, the unit member shall endorse to the District any temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the member's salary and shall deduct normal retirement and other authorized contributions.

Section 12 - Sabbatical Leave

12.1 Purpose

The purpose of sabbatical leave is improvement of the unit member, which will ultimately inure to the benefit of pupils and the District.

12.2 Eligibility

An applicant for sabbatical leave must have rendered service in the District for at least seven (7) consecutive years immediately preceding the sabbatical leave. Not more than one (1) school year's leave, or its equivalent, shall be granted in each seven (7) year period.

Credit for one (1) year is earned when a unit member has been employed seventy-five percent (75%) of the number of days that school is in session.

12.3 Leaves Granted

Sabbatical leave for full-time study and/or approved travel may be granted to any unit member at the discretion of the District for the following purposes:

12.3.1 Additional Professional Study

12.3.1.1 An applicant who submits a detailed program of study for a sabbatical leave of absence shall undertake a full load of at least fifteen (15) hours of upper division work per semester or twelve (12) hours of graduate work, or the equivalent thereof. Admission to an accredited college or university is a prerequisite for the granting of a leave. A tentative program of study must be submitted to the District.

12.3.2 Independent Research

12.3.3 The Writing of a Doctoral Dissertation

12.3.4 Acceptable Travel

12.3.4.1 An applicant who desires to travel must submit a detailed statement of the proposed itinerary. Travel must be related to the school work of the unit member.

12.3.5 A combination of travel and study may be allowed. The program or statement submitted shall include plans to increase the unit member's knowledge in all or part of the following general areas.

12.3.6 Increased knowledge of the unit member's subject areas;

12.3.7 Improvement in teaching techniques;

12.3.8 Increased understanding of educational psychology;

12.3.9 Attainment of better understanding and appreciation of many cultures.

12.4 Length of Leave

A sabbatical leave may be granted for not less than one (1) full semester nor more than one (1) full school year.

12.5 Deadline for Applications

Applications for sabbatical leave for the following school year must be filed with the Human Resources Office on or before March 15th for leaves to commence the fall semester and on/or before November 1st for the spring semester.

Applications shall be made by a Letter of Request through the immediate supervisor to the Assistant Superintendent, Human Resources, and shall include a full statement of the purpose and plans for use of such a leave.

In unusual circumstances, the Board of Trustees may authorize acceptance of applications at other times.

12.6 Review Process

A sabbatical leave committee consisting of three (3) association representatives and three (3) District representatives shall study and evaluate applications for sabbatical leave. The criteria shall include: program proposed for sabbatical leave, value to be received by pupils and district from leave, number of years of service in Westminster School District, professional attitude and record of performance in school district. Upon request of the Superintendent or designee, the committee shall establish an order of priority for those reported by the committee as worthy of consideration. The committee shall submit its recommendation to the Superintendent. The Superintendent shall forward the committee's recommendations to the Board of Trustees, together with his/her own recommendation. It shall also be the responsibility of the sabbatical leave committee to evaluate the sabbatical report after the unit member returns to the District. This evaluation shall be based upon fulfillment of agreement indicated in the application.

All activities for which leaves are granted must be planned in consultation with the sabbatical leave committee. Any changes in such plans must be approved in advance by the Board of Trustees.

12.7 Final Approval

Only the Board of Trustees can approve a request for a sabbatical leave of absence.

12.8 Limitations

The District does not give assurance that any sabbatical leaves will be granted. However, it is the intent of the District to grant sabbatical leaves that the Board deems meet the criteria wherever possible. Not more than one and one-half percent (1½%) of the total number of unit members employed in the District will be granted a sabbatical leave by the Board during any one school year.

12.9 Rate of Compensation

Compensation for unit members on sabbatical leave shall be one-half (½) of the salary which the unit member would have received had he/she remained in active service. College credits earned during sabbatical leave may be utilized to meet the requirements for class reassignment on the salary schedule. The unit member's salary upon return to service will be that of the next higher step from that received prior to taking the leave. Retirement annuity contributions shall be collected. The District's contribution for health and welfare benefits shall be continued for the duration of the sabbatical leave.

12.10 Reporting Activities

Each unit member returning from leave shall file with the Assistant Superintendent, Human Resources, within thirty (30) days after he/she returns to duty, a transcript of work taken and grades earned, or summary of the trip together with a statement of the educational growth believed to be obtained, and any other evidence that he/she has met the objectives stated in the application.

12.11 Return to Position

At the expiration of sabbatical leave, the unit member shall be reinstated in the position held by him/her at the time of the granting of the leave, or an equal position, unless a change of assignment is mutually agreed upon.

Unit members returning from a sabbatical leave shall not be guaranteed reinstatement in the exact grade level/subject, area/school which existed at the time the sabbatical was granted.

12.12 Posting of Bond

12.12.1 Each unit member who is granted a sabbatical leave is required to post a bond guaranteeing service to the District for a period of two (2) years following the leave.

- 12.12.2 Cost of the bond is borne by the unit member.
- 12.12.3 The unit member shall be required to post bond equal to the total salary to be paid during the leave.
- 12.12.4 Failure of a unit member to return and render service or to complete the scheduled program of study or travel shall result in a forfeiture of the bond except when such failure is due to death, or certification by a physician that failure was due to physical or mental disability.

12.13 General

- 12.13.1 The compensation shall be paid the unit member while on the leave of absence in the same manner as if the unit member were performing services in the District.
- 12.13.2 No sick leave shall be granted to a unit member on sabbatical leave.
- 12.13.3 Sabbatical leaves will not be granted for the purpose of studying for a trade or other profession.
- 12.13.4 Unit members on sabbatical leave will not be employed to do any work for the school system. Other employment related to the purposes for which the leave is granted, or part-time employment not exceeding twenty (20) hours per week which does not interfere with the accomplishment of such purposes, shall not be prohibited.
- 12.13.5 In all matters not herein mentioned, the Education Code shall govern sabbatical leave.

12.14 Interruption of Program

In cases of serious injury or illness of the unit member during the sabbatical leave which prevents completion of the objectives of the leave, the sabbatical leave will be terminated and all provisions for sick leave will apply to the unit member. These provisions will take effect on the first day of the next pay period following notification of said injury or illness to the Superintendent or designee, verified by a medical doctor's report. Upon release by a medical doctor, the unit member will return to regular duty for the remainder of the school year to be assigned as needed in a certificated position at the discretion of the Superintendent or designee. The subsequent year he/she will be reassigned as if he/she had completed the sabbatical leave.

Both the Governing Board of the District and the District shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any unit member of the District employed in a position requiring certification qualifications, when the death or injury occurs while the unit member is on any leave of absence granted under the provisions of the Education Code.

Section 13 - Temporary Military Leave of Absence

- 13.1 Unit members who are members of the reserve corps of the United States or of the National Guard or the Naval Militia shall be entitled to a temporary military leave of absence. Such leave of absence shall only be while the unit member is engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises or like activity. The period of ordered duty may not exceed one hundred and eighty (180) calendar days including time in going to and returning from such duty.
- 13.2 If the unit member has been in the service of the District for one (1) year or more, the leave shall be with pay up to a maximum of thirty (30) days. Pay shall not exceed thirty (30) days in any one fiscal year. The method of payment shall be one-tenth (1/10) of the unit member's annual salary if the maximum of thirty (30) days is used. In the event less than thirty (30) days are needed, the method of payment shall be a pro rata share of one-tenth (1/10) of the unit member's annual salary.

Section 14 - General

- 14.1 Any unit member on an unpaid leave of absence shall be eligible to participate in any health, dental, or insurance program available generally to bargaining unit members. Participation is at the unit member's total cost and is conditioned upon a willingness of any carrier to extend such coverage.
- 14.2 A unit member returning from leave shall be guaranteed a full-time certificated position within the scope of his/her credential(s), except that a unit member will not be placed in a preschool position without his/her consent.
- 14.3 Except in unusual circumstances, the unit member shall notify the District by 6:45 A.M. that he/she will be absent from work.
- 14.4 Support personnel may request a substitute when the support person is absent.

Section 1 - Class Size

1.1 Beginning the 2017-2018 school year, Grades TK/K will be staffed at a ratio of 26:1 regular teacher, and Grades 1-3 will be staffed at a ratio 28:1 regular teacher. Elementary schools will be staffed at a ratio of 30:1 regular teacher in grades 4-6. Intermediate Middle Schools will be staffed at a ratio of 28.5:1 regular teacher.

Beginning the 2018-2019 school year, Grades TK – 3 will be staffed a ratio of 28:1 regular teacher, Grades 4-6 will be staffed at a ratio of 30:1 regular teacher, and Intermediate Middle Schools will be staffed at a ratio of 29.5:1 regular teacher.

1.2 Staffing adjustments will be made in accordance to the negotiated ratios as outlined in 1.1 and 1.7. Staffing will be increased/decreased on a school site basis when enrollment exceeds/falls below the staffing factor by 75%. The timing of any necessary adjustments will be mutually discussed with the District, Site Principal, and Association by November 1.

1.3 The District will provide WTA with Enrollment Reports, as requested, at anytime during the year in a timely manner.

1.4 Special Education Classes

Special education classes, except in unusual temporary circumstances or when a waiver from the State Department of Education has been granted, shall not exceed the State mandated maximums.

1.5 Instructional Assistants/Paraeducators

Instructional Assistants/Paraeducators shall not be used to reduce the District-wide class size average for purposes of this article.

1.6 Staffing Combination (multi-grade level, self-contained) Classes at Elementary Sites

For purposes of staffing combination (multi-grade level, self-contained) classes, principals shall first ask for volunteers. If there are no volunteers, the site principal shall make the assignment. No teacher shall be assigned a combination class for two (2) or more consecutive school years unless he/she volunteers to do so. The site administrator shall make every effort to rotate combination class assignments among the teachers at the affected grade levels.

1.6.1 The unit member and principal shall mutually determine accommodations to help support the unit member with the added workload. Such accommodations may include but are not limited to:

- Aide time
- Release from duties

ARTICLE IX - CLASS SIZE

2018-2021

- Release time (substitute) to prepare for classes
- Students who are independent workers
- Smaller class sizes

The mutually agreed upon accommodations shall be submitted in writing and signed by the site principal and teacher and kept in files at the school site.

Section 1 - General

- 1.1 The District is responsible for providing safe working conditions for unit members within the fiscal capabilities of the District to provide administrative monitoring of working conditions and correction of unsafe conditions.
- 1.2 The school site administrator or central office administrator shall investigate conditions which are reported to be unsafe, hazardous, or potentially dangerous, and shall take steps to have unsafe conditions remedied. The report shall be filed by the unit member on forms which shall be in a readily accessible location at the unit member's work site. In an emergency, the administrator shall institute such emergency safety precautions as necessary. (Appendix Page No. 102)
- 1.3 Whenever any unit member is attacked, assaulted, or menaced at the school site, the unit member shall immediately report the incident to the proper law enforcement agency and to his/her immediate supervisor, or designee, who shall also immediately report the incident to the proper law enforcement agency and notify the Superintendent. The District shall appoint an administrator as liaison between the unit member, the law enforcement agency, and the court.
- 1.4 To promote safety, the District shall require all persons who are not employees or officials of the District to report to the school office to receive authorization to visit the work station of the unit member. Prior to granting authorization, the administrator (or his/her designee) shall notify the unit member involved.
- 1.5 If the unit member feels that he/she is in imminent danger at the school site, the immediate supervisor shall meet with the unit member in an effort to resolve the problem.
- 1.6 Except when the safety of pupils is involved or as required by law, unit members shall not be required to work under hazardous conditions or to perform tasks if such work or performance poses a serious threat to the unit member's safety.
- 1.7 A unit member may take reasonable action to protect his/her physical safety to the extent consistent with existing law.
- 1.8 Teachers will be notified when a student is transferred into their class from another school in the District for disciplinary reasons related to safety.

Section 1 - Certificated Unit Members' Hours

- 1.1 The work day of a full-time unit member shall be seven and one-half (7-1/2) hours. The work day of a double session State Preschool unit member shall be seven and one-half (7-1/2) hours except for SDC Preschool teachers whose work day shall be as set forth in Section 1.12. Within that time the District shall provide a duty-free lunch period for unit members. The teacher lunch period shall coincide with the student lunch period. However, in an emergency, the unit member may be asked to assume some lunch time supervision as required in California Code of Regulations Title V, 5552.
- 1.2 The work day schedule shall be determined by the immediate supervisor in accordance with District and State policies.
- 1.3 In addition, unit members shall, under the direction of their immediate supervisor, be required to render additional hours of service each school year for Back to School Night, Open House, parent conferences as needed, graduation activities of middle school staffs only, and staff meetings. All unit members are required to attend staff meetings and/or PLC meetings on scheduled Wednesdays. Unit members are encouraged to volunteer for additional service including, but not limited to, district inservice, staff inservice, community organization meetings, school fund raisers, and student body activities.
 - 1.3.1 The time between the arrival of the unit member on the site and the beginning of the instructional day shall be considered preparation time for unit members unless the member is on duty schedule, there is inclement weather or an emergency exists requiring staff assistance.
- 1.4 Unit members shall have the freedom to leave the work site during the lunch period. Unit members shall have the right to leave the work site at other times for work-related purposes with mutual agreement of the immediate supervisor or designee.
- 1.5 Unit members will not be required to designate their exact time of arrival at and departure time from the work site; except, however, in cases of observed chronic lateness of arrival or early departure such unit member can be required to indicate to the site administrator the exact time of arrival at and departure from the work site.
- 1.6 Each unit member shall be provided with adequate relief periods which may coincide with student recesses unless the unit member is on duty at that time.
- 1.7 Those seventh and eighth grade unit member positions which were provided with preparation time during the 1978-79 school year shall continue to have equivalent preparation time. All 6th grade teachers assigned to a Middle School staff shall have the same preparation time as the 7th and 8th grade teachers at that site. Such preparation time is not to result in additional cost to the District or reduction in student contact (instructional) time.

ARTICLE XI - HOURS/WORK YEAR

2018-2021

- 1.8 In establishing the master schedule for the 7th and 8th grades, the site supervisor shall consider the number of preparations required of each classroom teacher and shall attempt, without additional staffing, to adjust the class assignment distribution so that no more than three (3) preparations shall be required for any one classroom teacher.
- 1.9 The work day of a kindergarten teacher shall be seven and one-half (7-1/2) hours, inclusive of: a duty-free lunch period of at least thirty (30) minutes, as per State Education Code; at least twenty (20) minutes of recess; and a maximum average daily student contact time of three hundred (300) minutes. The teacher lunch period shall coincide with the student lunch period.
- 1.10 State Preschool teachers will be provided two (2) substitute release days for the school year for flexible individual planning time. This time can be used in full or half day increments provided that the classes (AM/PM) are equally impacted.

General Education Preschool: The work day of General Education State Preschool teachers shall be seven and one-half (7-1/2) hours with a maximum student contact time of 6 hours. Within the work day, the District shall provide a duty-free lunch period of 30 minutes and shall ensure 30 minutes of preparation time for each three hours taught.

- 1.11 It is understood that Preschool teachers may need to attend to exigent personal necessities such as restroom breaks while teaching.
- 1.12 SDC Preschool: The workday for SDC Preschool Teachers shall be based on the following continuum:
 - 1.12.1 Autism SDC: M, T, Th, and F 8:30 a.m. to 1:15 p.m. / W 8:30 a.m. to 11:45 a.m.
Best practice staffing goal: 12 students per class.
 - 1.12.2 Moderate-to-Severe SDC: M, T, Th, and F 8:30 a.m. to 12:30 p.m. / W 8:30 a.m. to 11:45 a.m. Best practice staffing goal: 12 students per class. At the 14th student, a discussion shall take place between the teacher and Special Ed. Administrator/principal.
 - 1.12.3 Mild-to-moderate SDC: M, T, W, and Th a.m. session 8:00 a.m. to 11:00 a.m. and p.m. session 11:45 a.m. to 2:45 p.m. Best practice staffing goal: 10 students per session.

Section 2 - Work Year

The teacher work year for the school year will be 185 days which will include two non-instructional prep days prior to the first day of the school year, a non-instructional prep day scheduled at the end of the first trimester, and two non-instructional staff development days.

ARTICLE XI - HOURS/WORK YEAR

2018-2021

- 2.1 The work year for unit members on the psychologist salary schedules shall be one hundred eighty-five (185) days. The work year for unit members on the Speech and Language Pathologist salary schedule shall be one hundred eighty-five (185) days with a 7 hour 45 minute workday. The work year for the State Preschool unit members on the State Preschool Salary Schedules shall be one hundred eighty-five (185) days. The work year shall include one hundred seventy-eight (178) student contact days, three (3) preschool days, one (1) preparation day (fall), one (1) professional/preparation day (spring), and two (2) staff development days.
- 2.2 The last day for students each year shall be the minimum amount of time necessary to qualify for ADA.
- 2.3 A unit member may leave the work site on the last required work day when he/she has completed his/her closing responsibilities.
- 2.4 Each school parent conference day shall be a modified day. Spring parent conferences shall only be required for at risk (not yet proficient at grade level standards) students, as determined by the classroom teacher using multiple measures.
- 2.5 The non-teaching preparation day set aside prior to the fall grade reporting period for unit members is for the purpose of preparing parent reports and otherwise organizing materials.
- 2.6 Teacher on Special Assignment (TOSA) positions shall be opened for application/selection every three (3) years. The unit member currently assigned to the position may reapply if they so choose.

Section 3 - Minimum/Modified Planning Days

- 3.1 The District and the Association recognize the importance of maintaining professional skills and preparing a quality educational program for students. The first Wednesday of the month will be designated as a staff meeting (SM)/PLC which will not exceed 2 hours (10 per year). At least one hour per month will be dedicated to PLC. The third Wednesday of the month will be designated as (PD)/staff meeting and will not exceed 1.5 hours (6 per year). The second and fourth Wednesdays will be designated as individual planning time (IP) for teachers. After students have been dismissed and student supervision is completed, unit members may participate in the following activities including but not limited to: flexible individual planning time, IEP meetings, district business, committee participation, grade level/team planning meetings, and PLC time all of which shall be conducted on District property.
 - 3.1.1 Any variances to scheduling Wednesdays identified as PLC, PD, SM, or IP will be reviewed and agreed to by the Association president and/or designee and the Assistant Superintendent, Human Resources and/or designee.

- 3.2 In order to reduce the number of conference modified days throughout the school year, additional conference modified days will be four (4) days for goal setting conferences in the fall and two (2) days for at-risk conferences in the spring. For the purpose of spring conferences, “at-risk” shall be defined as a student who is at risk of retention in the elementary grades or who has less than a 2.0 GPA in middle schools.

Once parents of these students have been scheduled for a conference, the remaining conference time shall be used as outlined in the Guidelines for Spring At-Risk Conferences (Appendix).

- 3.3 Two (2) modified days for report cards, not including a Wednesday modified day, shall be added onto the two (2) days for at-risk conferences in the spring.

Section 4 - School Calendar

- 4.1 A copy of the current school calendar is included in the Appendix. The parties agree to meet to mutually develop subsequent school calendars. The parties agree to reopen to discuss the calendar should unforeseen events occur.

Section 5 - Substitution for Absent Unit Members

- 5.1 At the elementary schools, except in emergencies (examples: unit members become ill during the work day, have a personal emergency, or fail to call in their absence in a timely manner), regular classroom, SDC and RSP teachers shall not be required to substitute (have additional students placed in their class and/or cover another class). In instances of an emergency (as defined above), when possible, volunteers shall be sought.
- 5.2 At the middle schools, before teachers are assigned to substitute during their preparation period, volunteers shall be sought. Teachers who are assigned or who volunteer shall, at their option, within fifteen (15) instructional days of substituting either 1) be compensated at an amount equivalent to \$35.00 per period, 2) have the preparation period restored with at least a three (3) day notification, or 3) be allowed to leave at the end of one (1) regular student instructional day, or 45 minutes early on one (1) Wednesday modified day, provided the teacher is not involved in some required after-school activity.

Option 1) will be implemented unless the unit member notifies the principal in writing within two (2) days of the substitute service or his/her choice of Option 2 or 3. If Option 3) is selected, the unit member must notify the principal of the day of early departure on or before the date selected.

Principals will work to distribute the period of coverage to reduce the probability that a teacher will not have more than 15 times per school year. If the teacher is assigned to sub more than 15 times per year, the teacher will be paid \$35.00 per period.

Section 6 – Contract Waiver Process

6.1 When a school site proposes to implement changes, policies, and/or programs that are in conflict with the collective bargaining agreement between the District and Association, a representative from the school site and the principal or designee will inform the Assistant Superintendent for Human Resources and the President for the Association of the proposal in writing.

The proposal seeking a contract waiver shall be submitted to the District and Association by April 30 for implementation for the following school year.

6.2 If the District and Association have no objections to the proposal, then the District and the Association will prepare a confidential ballot for all bargaining unit members who work at least 50% of their contracted time at the affected site to express their opinion on the proposal. If there are objections, then a conference will be held to attempt to resolve the issue(s).

6.3 The confidential ballot will contain the following information:

- a. Applicable Agreement section(s)
- b. Rationale for the proposal
- c. A specific time period for the proposal

6.4 The District and the Association shall be jointly responsible for formulating the questions. The Association shall conduct the balloting by June 1, with provisions made that “job share” bargaining unit members have the opportunity to participate in voting, and for conducting the ballots. The proposal must be approved by 2/3 of the bargaining unit members who actually vote.

6.5 When a school site and the principal desire to renew the waiver, the District and the Association should be notified by April 30. A confidential ballot vote will be conducted to approve the renewal in accordance with sections 6.2-6.4.

Section 7 - Job Sharing

7.1 Subject to the approval of the Assistant Superintendent, Human Resources, and the immediate supervisors, two employees who have each been employed full-time in the District for at least three (3) years, may enter into a written agreement with the District to share a single position by each working a percentage of the position as agreed.

7.2 Each employee shall receive a pro-rata share of the salary of the position and each employee shall receive a pro-rata share of the health and welfare benefits of the position. The two employees may agree that one of the employees shall receive all of the paid health and welfare benefits.

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- 7.3 As part of the agreement each employee shall pay the remaining pro-rata share of the total cost of a health and welfare package for the employee and authorize the District to withhold such.
- 7.4 The agreement shall be for one year only, and each employee shall have the option to return to a full-time position the following year. The employees shall notify the district by March 1 if they are requesting a job share or renewal. The agreement may be renewed upon the mutual consent of all parties concerned (See 7.1).
- 7.5 Step advancement on the salary schedule for those employees job sharing shall not occur until the cumulative time reaches the equivalent of a full year
- 7.6 In the event one of the two employees fails to fulfill any of the terms of the agreement or resigns, the District may, upon ten (10) days written notice, require the other employee to begin working full-time.
- 7.7 In no event shall the number of positions being shared exceed five percent (5%) of the bargaining unit.

Section 1 - General Provisions

- 1.1 The District will maintain a 3-tier benefits model for each unit member employed fifty-one (51%) or more. The actual amount of the District's contribution will depend upon the unit member's selection of carrier based upon the medical benefits tier selected by the employee (Employee Only [\$7,800], Employee + 1 [\$10,863], Family [\$14,100]). Should an employee change benefit tiers, the District shall contribute up to the maximum cap based upon the new benefit tier selected by the employee.
- 1.2 The District shall not be required to enter into any insurance related agreement which would cause the District to incur liabilities in excess of the amounts provided in Section 1.1. The Association shall indemnify and hold the District harmless for any and all costs incurred for coverage over and above the contributions specified in Section 1.1.
- 1.3 The health and welfare benefit contribution shall be applied only to the following: medical, dental, and vision through an entity selected by WTA.
- 1.4 The District's liability shall be limited to making the contribution specified in Section 1.1. Any additional cost for selected programs shall be the responsibility of the individual unit member and shall, if necessary, be deducted from the unit member's salary.
- 1.5 Unit members on approved unpaid leave of absence as specified in Article VIII, shall have the option of remaining on the active unit members' medical and dental insurance plans, at the unit member's expense, and if permitted by the carrier. Such unit members employed less than fifty-one percent (51%) shall have the option to purchase any and all applicable coverage. In no event shall the percentage of unit members employed for less than fifty-one percent (51%) each year exceed three percent (3%) of the bargaining unit.
- 1.6 Unit members on paid leave as specified in Article VIII shall continue to receive the health and welfare benefits provided for in this Article.
- 1.7 Retired Unit members not otherwise eligible for retirement benefits under section 2 shall have the option of remaining on the active unit members' medical and dental insurance plans, at the retiree's expense and rate, and if permitted by the carrier, until the retiree reaches the age of 65 or is eligible for Medicare, whichever occurs first. The rate will be based on the rates charged by the carrier for retirees as a class.
- 1.8 All bargaining unit members shall be provided with \$20,000 of District-paid life insurance.
- 1.9 WTA members shall be allowed to opt out of dental and/or vision coverage; unless the insurance provider requires employees/members to carry that particular form of the health and welfare benefit plan options. If a member opts out he/she must provide evidence of a qualifying event to re-enroll outside of the open enrollment period.

Section 2 - Retirement Health Benefits

- 2.1 Unit members retiring from the District under State Teachers Retirement System who have reached their fifty-fifth (55th) birthday shall be provided with the following retiree health benefits:
 - 2.1.1 Unit members retiring with 20 years full-time service in the District immediately prior to retirement shall be provided with one hundred percent (100%) of the then current unit member District maximum contribution toward the District's standard medical, dental, and vision plans.
 - 2.1.2 Unit members retiring with 15 years full-time service in the District immediately prior to retirement shall be provided with seventy-five (75%) of the then current unit member District maximum contribution toward the District's standard medical, dental, and vision plans.
 - 2.1.3 Unit members retiring with 10 years full-time service in the District immediately prior to retirement shall be provided with fifty percent (50%) of the then current unit member District maximum contribution toward the District's standard medical, dental, and vision plans.
- 2.2 In each of the above sub-sections, retirees shall be required to pay for the cost of their plan choices in excess of their percentage allocation of the District contribution for unit members for the District standard medical, dental, and vision plans. For eligible retirees who retired prior to October 1, 2016 the District contribution shall be up to a maximum of \$10,412.80 regardless of the benefit tier selected. For eligible retirees who retire on, or after October 1, 2016 the actual amount of the District's contribution will depend upon the unit member's selection of carrier based upon the medical benefits tier selected by the retiree (Employee Only [\$7,800], Employee + 1 [\$10,863], Family [\$14,100]). Should a retiree change benefit tiers, the District shall contribute up to the maximum cap based upon the new benefit tier selected by the employee. The District shall continue the coverage until the retiree reaches the age of 65 or is eligible for Medicare, whichever occurs first; or on the date the retiree determines to discontinue the coverage prior to age 65.

Section 3 - Part-Time Employment with Full Retirement Credit

- 3.1 A part-time employee with full retirement credit plan as provided in Section 44922 and 22724 of the California Education Code may be implemented if there is no cost to the District.

Section 4 - Enrollment

- 4.1 The District shall hold at least one (1) meeting at times and locations convenient to unit members, no later than one (1) week prior to the deadline for enrolling in health and welfare benefit plans for the purpose of presenting and explaining the insurance coverages and other health and welfare benefit options. In addition, the District shall send to unit members brochures and/or written explanations of available plans.

Section 5 - TB Tests

- 5.1 Required TB tests shall be provided at District expense through an exclusive provider. In the event a unit member selects a different provider, the District will pay the expense up to the maximum payable to the exclusive provider. The District shall provide released time after the student day for this purpose.

Section 6 - Property Damage or Loss

- 6.1 The District shall reimburse or provide for reimbursement for reported loss, damage or destruction of personal property suffered at the work site as a result of vandalism, burglary, fire or natural disaster in accordance with and subject to limitations of District policy. The District shall annually inform unit members of the contents and procedures of such policy prior to November 1st of each year of the Agreement.

Section 1 - Salary

1.1 All unit members shall receive their pro-rated daily rate of pay for each additional day of service to the District beyond the established work year/day. However, that the Board may approve voluntary employment beyond the regular work year/day for professional growth activities which will be compensated as follows:

- Pro-rated daily rate of pay – creating publication(s) or providing staff development requested by the District for district-wide implementation (ex. Trainer of trainers, developing common district curriculum, textbook adoption)
- \$35.00 per hour – attending workshops and sharing lessons with grade level or department colleagues (GLAD unit sharing/on-line lessons).

The level of pay will be delineated in writing to the unit member prior to attendance. The president of the Association will be notified of conference attendance that offers compensation to unit members. In the event the Association president objects to the rate of pay assigned to the professional growth opportunity, he/she shall meet with the District administrator responsible. Notwithstanding, however the district may offer voluntary professional growth activities at no compensation.

1.2 Advancement on the salary schedule shall be at the rate of one (1) step for each year of certificated experience, foreign teaching or national voluntary service that is teaching-related.

1.3 Unit members participating in the Academic Attendance Recovery Coordinated Program (Saturday School) shall be paid \$30.00 per hour and compensated for 5 hours for each Saturday School session, of which four hours are for instruction and one hour for preparation time.

1.4 As part of a three-year contract from July 1, 2018 – June 30, 2021, compensation shall consist of the following elements:

2017-2018

One time off-schedule payment of \$300 for all health insurance benefitted employees and \$400 for non-benefitted employees;

2018-2019 Adjustment to the salary schedule in the following order:

.5% increase to Teacher Salary Schedule cell F27 on July 1, 2018;

1.5% salary schedule increase beginning July 1, 2018;

Collapse salary schedule column F27 to F25, beginning July 1, 2018;

Collapse salary schedule column F25 to F22, beginning July 1, 2018;

Collapse salary schedule column E25 to E22, beginning July 1, 2018.

Section 2 - Mileage and Conference Reimbursement

- 2.1 The use of personal vehicles for authorized school business shall be compensated at the rate currently allowed by the Internal Revenue Service. Mileage is to be the IRS Standard in effect on the date mileage driven.
- 2.2 The unit member shall be reimbursed for all expenses incurred in authorized conference attendance in accordance with District policy.
- 2.3 District policy on conferences is included in the Appendix, page 107.

Section 3 - Student Teacher/Intern Programs

- 3.1 The supervising unit member of student teacher or intern shall receive a stipend equal to the amount remitted by the training institution. Upon receipt of the list of supervising unit members, the payroll department shall include the appropriate dollar amount on the next possible paycheck of the supervising unit member.
- 3.2 In addition, a supervising unit member shall receive one (1) unit of credit toward placement on the salary schedule.

Section 4 - Method of Payment

- 4.1 A unit member shall receive his/her salary on a ten (10) month basis.
- 4.2 Privacy of the certificated employee shall be respected in the delivery of paychecks.

Section 5 - Other Provisions

5.1 Placement on Salary Schedule

Unit members whose salary is determined by the salary schedules shall be placed on the appropriate salary schedule according to their experience and qualifications.

5.1.1 Qualifications

Unit members shall be placed on the salary schedule according to qualifications irrespective of the field in which work was completed.

5.1.2 Eligibility for Yearly Increment

Unit members without credentials hired after the ratification of the 2003-2004 Collective Bargaining Agreement shall be frozen on Column B-1 of the Teacher's Salary Schedule until they earn a credential. After earning a credential, unit members shall continue to advance on the salary schedule according to the remaining provisions of Article XIII.

Unit members must serve seventy-five percent (75%) of the actual work days in a school year or the equivalent, calculated in hours, in order to be eligible for the yearly increment. Days of used earned sick leave do not count against the seventy-five percent (75%).

Effective November 1, 2002, part-time employees who serve the hourly equivalent of fifty (50%) to seventy-four (74%) percent of the actual work days in a school year shall be eligible for the yearly increment every two years. Employees hired prior to this date will continue to earn yearly increments based on the contract language and practice in place during the 2001-2002 school year.

5.1.3 Promotion

When a unit member changes classification as a result of a promotion to a higher status, he/she shall be placed on the salary schedule in his/her qualified column on the step which shall yield him/her an increase of salary (on a per diem basis) which will be greater than the salary he/she would have received had he/she maintained his/her former position.

5.1.4 No Decrease

No unit member may suffer a decrease in salary because of any change in the total salary schedule, unless the total schedule is decreased.

If any part of a salary schedule is deleted, this action will not adversely affect any unit member who is on any class or step of the schedule which has been deleted.

The unit member who is on any class and step which has been deleted, would automatically be frozen on their last salary class and step until they have attained sufficient educational units to change their salary classification to another class column and step that has not been deleted. It may be necessary for that person to move back in steps to the last eligible step for their newly attained classification. A person who is frozen will remain at that present salary until the last step in his/her column exceeds his/her existing salary.

5.1.5 Initial Placement or Advancement on Salary Schedule

Employment contracts shall be written only on the basis of college units verified by transcripts to the Human Resources Office. Movement to another class will be made on either September 1st or February 1st of each year. Notification to Human Resources of completion of college units must be made by September 1st or February 1st of each year.

Unit members are responsible for supplying proper transcripts to receive full credit on the salary schedule. In the event of work completed too late during the summer for an official transcript to be available, grade cards with units or a signed and dated letter from the college registrar or an instructor verifying the satisfactory completion of a course with number of units and grades will be accepted pending receipt of the transcript. Deadline for grade cards and/or letters under this provision is September 1st or February 1st respectively.

Deadline for submitting official transcripts under all conditions is October 10th or March 10th respectively.

Grade cards or transcripts must indicate whether semester or quarter units are granted.

Unit members are not excused from pre-school week activities to attend post-summer sessions.

5.1.6 Units Above Bachelors Degree

Only college units taken from an accredited college or university after the requirement for the Bachelors Degree has been officially fulfilled can be counted toward changing of salary classification (whether the actual graduation ceremony is at that time or the following June due to the college's "one graduation ceremony per year" policy). Two-thirds (2/3) of all units submitted to advance from one classification to another on the teachers' and psychologists' salary schedules shall be upper-division or graduate work. Beginning July 1, 2000, this stipulation will not apply to unit members on Columns A or B on the state preschool salary schedule.

Units in excess of graduation requirements taken simultaneously with units necessary for the Bachelors Degree will not be counted.

Transcripts submitted must indicate a key or some other designation as to whether or not a course is lower division, upper division, or graduate division standing. If not shown on the transcript, the unit member must provide a college catalog or other means to clarify the standing of the units. If no clarification is provided, units submitted will be considered lower division until proved otherwise.

5.1.7 Former Employees

Former employees returning to the employ of the District shall retain their status on the salary schedule held before leaving the District.

Former employees on tenure retain all sick leave benefits and rights of a permanent unit member if reemployed within thirty-nine (39) months of their resignation.

Westminster School District retired teachers returning to the employ of the District under the State Class Size Reduction STRS earning limitation exemption shall be placed on the salary column they were on at the time of retirement. Teachers rehired under this provision will be given credit for no more than seven (7) years prior experience.

5.1.8 Semester Hours

Units to be taken above degrees refer to semester hours. Quarter hour credit shall be granted at the ratio of two-thirds (2/3rds) per unit.

5.1.9 Prior Experience

All unit members shall be given credit for similar experience year for year. Substitute teaching may not be counted except in situations where a unit member was previously laid off and served in a preferential substitute position for 75% or more of the school year. For a year to count, the unit member must have worked seventy-five percent (75%) of the actual teaching days in a school year.

Former unit members returning to the employment of the District are to be given credit for interim experience up to this maximum. Former unit members with no interim experience shall retain their status on the salary schedule held before leaving the District. In any case, no unit member may receive more than the maximum years outside credit indicated above. All experience credit must be based on seventy-five percent (75%) work year.

5.1.10.1 Nurses

The school nurse shall fall on the Teachers' Salary Schedule according to his/her qualifications. One year credit for each year of registered nursing experience and/or one year experience for each year's experience as a school nurse shall be granted. Experience credit will be based on a seventy-five (75%) work year.

5.1.10.2 Speech Language Pathologist

The work year for Speech and Language Pathologist shall be 185 days. The Speech and Language Pathologists' salary schedule shall be reviewed annually based on the District's ability to recruit and retain qualified candidates. Any needed adjustments shall not adversely impact current Speech and Language Pathologists.

5.1.11 Step Increments

5.1.11.1 Steps 20, 25, 27, and 30 are not anniversary increments and experience outside the District counts towards all step increments.

5.1.11.2 The same rule that governs salary advancement will prevail in determining what constitutes a work year. A unit member must work seventy-five percent (75%) of the teaching year in order for that experience to be counted toward an anniversary increment.

5.1.11.3 If a unit member moves from one salary column to another, the new increment rate will prevail.

Section 6 – Stipends

6.1 Coordinating position stipends will be opened to all staff members annually, with the exception of the technology, which will be a two year commitment due to the intensity of training. In the event there is more than one staff member who volunteers for the position, an interview process will take place at the site which will include the principal and teacher representatives.

6.1.1 Those with regular classroom assignments coordinating the following programs will receive \$1,000 in addition to placement of the Teacher's Salary Schedule:

- Coordinating Teacher – Assessment
- Coordinating Teacher – Technology

6.1.2 The assessment coordinator works with the principal to schedule and coordinate the distribution and collection of State and District assessment at the site. The coordinator acts as the liaison between the school site and the departments of Teaching and Learning and Accountability and Assessment. The person in this position will be required to attend District meetings after contracted hours. The site can make the decision to split the position equally between two staff members.

- 6.1.3 The technology coordinator works with the principal to trouble shoot technology issues and schedules associated with State and District assessments. The coordinator assists teachers at the site in the use and access of School City. He/she is responsible for the construction and maintenance of the site web site. The coordinator will support technology use in the classroom by being a resource for teachers at the school site in the use and implementation of educational technology. The person in this position will be required to attend District meetings after contracted hours.
- 6.1.4 The purpose of the School Leadership Team is to lead the school staff in increasing student achievement on their campus. Monthly site SLT meetings are to be used as a part of the accordion process for gathering and sharing knowledge from the larger staff. As part of the two-way communication and leadership, the SLT plans together and creates school wide goals and action plans and communicates them to grade level/department teams. Likewise the grade level/department teams provide feedback to the School Leadership Team to further advance process towards the site goals. The team members will be required to attend District/Site meetings after contracted hours.
- 6.2 \$400 extra for any Certificated employee who has earned a Doctorate in addition to placement on the Teacher's Salary Schedule.
- 6.3 Middle School Athletic Coaches will receive \$600 per approved sport.
- 6.4 Special Education Teachers; Adaptive P.E. teachers - \$300 in addition to placement on Teacher's Salary Schedule.
- 6.5 School Leadership Team members shall receive a \$500 stipend in addition to placement on Teacher's Salary Schedule.
- 6.6 Nurse and Speech and Language coordinators will receive \$1,000 in addition to placement on Teacher's Salary Schedule.

Section 1 - Wages

- 1.1 The salary for summer school unit members shall be the unit member's pro-rated per diem rate.

Section 2 - Miscellaneous

- 2.1 Summer School teachers shall be paid only for days worked. In the event that a unit member is ill they may use the equivalent number of hours of banked sick time for up to a maximum of one day of summer school pay.
- 2.2 Unit members may apply for any category of Summer School for which they are qualified.
- 2.3 Employee selection will be made by the District in accordance with appropriate and clear credential, experience and strengths related to the subjects offered. Employees selected will be placed by a rotational system whereby those who have not taught the preceding two years shall be placed first. The rotational system only applies to those employees selected.
- 2.4 Existing permanent and probationary unit members who meet the criteria as outlined in 2.3 and are selected shall be placed before consideration is given to temporary teachers and outside applicants except in case of hard to fill areas such as special education, math and science.
- 2.5 The Association will be given a roster of summer school unit members showing assignment and location.
- 2.6 Specially Funded Summer Schools
 - 2.6.1 Summer schools established at a school site shall have a rotation system amongst the unit members at the site.
 - 2.6.2 When more positions are available than site applicants, then the rotation shall revert to 2.3 above.
 - 2.6.3 The length of the student and unit member work day shall be determined by the site.
 - 2.6.4 Summer school pay shall be pro-rated based on hours worked using the criteria in 1.1.

Section 1 - Procedures

The District and the Association agree that all Education Code procedural requirements and provisions for layoff and rehire of unit members shall be observed if the District determines that Reduction-in-Force is necessary. During the Education Code reemployment period following layoff, the procedures used by the District to rehire laid off teachers shall not be arbitrary or capricious.

- 1.1 Prior to the issuance of any layoff notices to bargaining unit members, the District shall have prepared the following:
 - 1.1.1 The number and names of unit members involved.
 - 1.1.2 The number of classified and management members involved.
 - 1.1.3 A list of all bargaining unit members ordered by seniority (with credentials held of those unit members to be given a layoff notice).
 - 1.1.4 A list of all temporary employees performing bargaining unit work, ordered by seniority.
 - 1.1.5 A list of all long-term substitute, part-time, and other employees performing bargaining unit work, including the number of hours per week worked by each employee.
 - 1.1.6 The most recent financial projection covering conditions giving rise to the need for the layoff.
 - 1.1.7 A class size report comparing current status with projected impact resulting from the anticipated layoffs.
 - 1.1.8 A list of all program and curriculum changes anticipated as a result of the anticipated layoff.
 - 1.1.9 If the District is unable to provide the information within the time limit, the District shall notify the Association and specify the reasons for the inability to comply and shall prepare the information and submit it to the Association as soon as possible.
- 1.2 Within five (5) days of the notification to the Association of the contemplated layoffs, the District shall meet with Association representatives to determine possible ways to avoid layoffs or lessening the effect on employees involved.
- 1.3 All layoff notices shall conform to the revisions of Education Code Sections 44949, 44955, and this Article. Copies of this Article shall be furnished concurrently with any layoff notice.

- 1.4 The District shall publish tie-breaking criteria for the same date of hire by the end of the first quarter of the school year. Seniority of same date of hire for unit members who are otherwise equal according to established criteria shall be determined by lot at the time of the layoff.

Section 2 - Substitute Service

The District shall compensate permanent teachers laid off in accordance with a Reduction-in-Force action at their daily rate of pay should they be utilized as a substitute teacher. The work day shall be the same as a regular teacher. These teachers will be utilized in the same manner as regular substitutes. Probationary laid off teachers who substitute shall receive the District's regular substitute rate of pay.

Section 3 - Health and Welfare Benefits

Article XII shall provide health and welfare benefits coverage through September 30 for those unit members working a full school year, including all unit members given a layoff notice as a result of a Reduction-in-Force action by the Board. If the laid off teacher serves as a substitute for 75% of the school year, the District will reimburse the laid off teacher for the cost of the mandated health and welfare benefits chosen.

Section 4 - Class Size

The provisions of Article IX, Class Size, shall not be negatively impacted as a result of Reduction-in-Force.

Section 5 - Transfers

All reassignments of personnel as a result of Reduction-in-Force shall be done in accordance with Article VII, Transfers, Section 3.

Section 6 - Recall Rights

If any vacancy or open position, including but not limited to temporary and substitute positions, occurs, the District shall notify the most senior laid off unit member with a credential allowing him/her to perform the service required by the open or vacant position. Such notification shall be by registered letter to the laid off unit member's current mailing address on file with the District. Laid off unit members shall have the right to reject any job offer without waiver of any recall rights for not more than one school year.

Section 7 - Former Status

In order to lessen the negative impact on those unit members laid off as a result of the Reduction-in-Force, the District shall make every effort to restore those affected to their former status, probationary or permanent, as soon as possible.

Section 8 - Grievances

The District and the Association agree that any alleged violation of this Article by a laid off unit member, shall be reviewable through the grievance procedure (Article V), except that any alleged violation of the Education Code provisions shall be reviewable through existing legal procedures in lieu of the provisions of Article V.

**ARTICLE XVI - PEER ASSISTANCE REVIEW AND BEGINNING
TEACHER SUPPORT PROGRAM**

2018-2021

Section 1 - Intent

- 1.1 It is the intent of the parties to establish a teacher Peer Assistance and Review program (PAR) as a critical feedback mechanism that allows exemplary teachers to assist veteran teachers for needed development in subject matter knowledge, teaching strategies and/or both. In addition, the parties wish to provide a system of support for beginning teachers to assist them in acquiring the necessary skills and abilities as required for successful performance as long-term teachers.

Section 2 - Definitions

- 2.1 "Teacher Participant" means one of the following:
- 2.1.1 A permanent teacher who has been referred and received written notification for participation in PAR by his/her immediate supervisor due to unsatisfactory performance in designated areas (Referred Teacher Participant).
 - 2.1.2 A beginning teacher assigned to a classroom teaching position who has less than two (2) years of fully-credentialed teaching experience (Beginning Teacher).
 - 2.1.3 A permanent teacher who has volunteered to participate in PAR (Voluntary Teacher Participant).
- 2.2 "Consulting Teacher" means a credentialed classroom teacher with permanent status in the District who has substantial recent experience as a classroom teacher and has demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in various contexts.
- 2.3 "Joint Committee" means a joint teacher/administrator review panel formed to select Consulting Teachers and to perform annual evaluations of PAR for the purpose of improving PAR.
- 2.4 "Unsatisfactory Rating" means an unsatisfactory rating on a teacher's evaluation with respect to maintenance of a suitable learning environment, attaining standards of expected student progress, instructional techniques and strategies, and/or adherence to curricular objectives.

Section 3 - The Joint Committee

- 3.1 The Joint Committee shall consist of seven members including four certificated classroom teachers selected by WTA and three administrators appointed by the District.

**ARTICLE XVI - PEER ASSISTANCE REVIEW AND BEGINNING
TEACHER SUPPORT PROGRAM**

2018-2021

The Joint Committee shall select and assign Consulting Teachers, review Peer Review Logs prepared by Consulting Teachers, and complete an annual evaluation of PAR and submit recommendations to the District governing board and WTA regarding improvements to the Program. The annual report to the Board shall include the names of individuals who have been unable to demonstrate satisfactory improvement after sustained assistance.

- 3.2 All decisions of the Committee shall be by majority vote of its total membership. A majority of those present must be teachers.
- 3.3 All meetings and training of the Joint Committee will generally be held during working hours, and teacher members of the Committee shall be provided release time. Committee members will be paid at their hourly rate for meetings outside of the work day or work year. The WTA president shall designate one of the certificated members of the Joint Committee as the lead contact. The lead contact shall receive a \$1,000 stipend.
- 3.4 The Joint Committee shall be responsible for establishing and recommending to the Board and adhering to a budget based upon expenditures which shall not exceed income to the District as provided by Education Code Sections 44505 through 44507. The budget shall include five percent for administrative and overhead expenses to the District; payment for substitutes and other costs incurred as a result of release time for Joint Committee members, Consulting Teachers and Teacher Participants; training for Joint Committee, Consulting Teachers and Teacher Participants; payment of Consulting Teachers; and all other expenses incurred by Joint Committee, Consulting Teachers and Teacher Participants as approved by the Joint Committee. This stipend will be increased each year by an amount equal to the state allocated cost of living increase to the program.
- 3.5 Teacher Participants shall be assigned to available Consulting Teachers on the following priority basis: Referred Teacher Participants, Beginning Teachers, starting with most recent hires and Voluntary Teacher Participants.
- 3.6 Other responsibilities of the Joint Committee shall include:
 - 3.6.1 Adopting operating Rules and Procedures for effectuating the provisions of this article. Said rules and procedures will be consistent with the provisions of this agreement, the law, and to the extent that there is an inconsistency, the agreement will prevail.
 - 3.6.2 Distributing the list of Consulting Teachers to the Referred Teacher Participants and Beginning Teachers.
 - 3.6.3 Distributing the adopted operating Joint Committee Rules and Procedures to all bargaining unit members and District certificated administrators.
 - 3.6.4 Establishing a Consulting Teacher application procedure.

**ARTICLE XVI - PEER ASSISTANCE REVIEW AND BEGINNING
TEACHER SUPPORT PROGRAM**

2018-2021

Section 4 - Consulting Teachers

- 4.1 The Joint Committee shall appoint a sufficient number of Consulting Teachers to meet the needs of the District. Each Consulting Teacher shall meet the following minimum qualifications: permanent status within the District, valid California teaching credential, satisfactory evaluations, eight years District experience in the classroom at the K-8 level for working with Peer Assistance Review (PAR) teachers and six years District experience in the classroom at the K-8 level for working with beginning teachers, spend 60% of his/her time in direct instruction of pupils and demonstration of exemplary teaching abilities as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in various contexts. In the event that there are insufficient numbers of Consulting Teachers to meet program needs, teachers who have retired from the District within the past two years and have been trained as Consulting Teachers may be appointed.
- 4.2 If mandatory training is not provided on release time the Consulting Teacher(s) shall be paid his/her hourly rate of pay. The stipends will be increased each year by an amount to the state allocated cost of living increase to the program.
- 4.3 A Consulting Teacher shall be paid \$3,497 for each Referred Teacher Participant, and \$1,900 for each Beginning Teacher or Voluntary Teacher Participant assigned. No Consulting Teacher shall work with more than one Referred Teacher Participant, or two Beginning Teachers or Voluntary Teacher Participants at any time, unless otherwise approved by the Joint Committee with concurrence of the Consulting Teacher in exceptional circumstances. The stipends will be increased each year by an amount equal to the state allocated cost of living increase to the program.
- 4.4 The Consulting Teacher and Referred Teacher Participant shall meet with the immediate supervisor for the purpose of developing an understanding of the deficiencies or needs of the Referred Teacher Participant.
- 4.5 The Consulting Teacher shall meet with each Referred Teacher Participant and, with input from the Teacher Participant, shall:
 - 4.5.1 Develop goals for the Referred Teacher Participant;
 - 4.5.2 Develop an assistance plan which shall include multiple classroom observations and participation in designated staff development activities;
 - 4.5.3 Develop a budget which shall include the costs of release time for both the Consulting Teacher and participating teacher and staff development activities for the participating teacher. The budget shall be submitted to the Joint Committee for review and approval.

**ARTICLE XVI - PEER ASSISTANCE REVIEW AND BEGINNING
TEACHER SUPPORT PROGRAM**

2018-2021

- 4.5.3 Develop a budget which shall include the costs of release time for both the Consulting Teacher and participating teacher and staff development activities for the participating teacher. The budget shall be submitted to the Joint Committee for review and approval.
- 4.5.4 Provide a written log of each Referred Teacher participant's PAR participation to the Joint Committee. A copy of the Consulting Teacher's log shall be submitted to and discussed with the Referred Teacher Participant to receive his/her signature by March 15 before it is submitted to the Joint Committee. The Referred Teacher Participant's signing of the log does not necessarily mean agreement, but rather that he/she has received a copy of the log. The Consulting Teacher shall submit the log to the Joint Committee by the first week in April. The Referred Teacher Participant shall have the right to submit a written response, within twenty (20) days, and have it attached to the log. The Referred Teacher Participant shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association Representative of his/her choice.
- 4.5.5 Provide assistance to the Referred Teacher Participant until he/she concludes that the teaching performance of the Referred Teacher Participant is satisfactory, or that further assistance will not be productive. In no event shall such assistance extend beyond one (1) school year unless expressly authorized by the Joint Committee.
- 4.5.6 The term of the Consulting Teacher shall be two (2) years unless a shorter term is mutually agreed to by the Joint Committee and the Consulting Teacher. A teacher may not serve in the position for more than two (2) consecutive terms.

Section 5 - Miscellaneous Provisions

- 5.1 Members of the Joint Committee and Consulting Teachers shall be defended and indemnified by the District to the maximum extent permitted by the California Government Code.
- 5.2 It is expressly understood that PAR shall in no way interfere with the District's rights or obligations with respect to employee evaluations or discipline. It is expressly understood that the work of the Consulting Teacher and the Joint Committee shall not be used by the District or a Teacher Participant in any subsequent disciplinary proceeding, with the sole exception of noting that the employee had participated in PAR to the extent required by law.
- 5.3 The participation in PAR by bargaining unit members either as Consulting Teachers or as members of the Joint Committee shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the California Government Code.

**ARTICLE XVI - PEER ASSISTANCE REVIEW AND BEGINNING
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- 5.4 Records relating to PAR which in any way identify an individual teacher shall be considered personnel records and not available for public disclosure.
- 5.5 All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.
- 5.6 A Referred Teacher Participant, after consulting with the Joint Committee, will be assigned to a Consulting Teacher from another site unless he/she chooses to have one assigned from his/her site. The Referred Teacher Participant may petition the Joint Committee for a different Consulting Teacher. The Referred Teacher Participant shall have the right to present reasons why a specific Consulting Teacher should be replaced and another Consulting Teacher substituted and to have those reasons considered. The Referred Teacher Participant shall be granted release time to implement this section of the Article.
- 5.7 The Referred Participating Teacher has the right to be represented at any Joint Committee meeting or any meeting with administrators throughout these procedures by an authorized Association representative.
- 5.8 The Referred Participating Teacher shall have the right to timely reports of progress being made. The Referred Participating Teacher shall be entitled to review all reports generated by the Consulting Teacher prior to their submission to the Joint Committee and to have affixed thereto his/her comments. To effectuate this right, the Consulting Teacher shall provide the Referred Participating Teacher with copies of such reports at least five (5) working days prior to any such submission.
- 5.9 A copy of the PAR log shall be made available for placement in the personnel file of the teacher receiving assistance pursuant to Education Code 44500b.(7).
- 5.10 Unexpended program funds shall be carried over annually as allowed by State law in the PAR/BTSA account. Expenditure of such funds shall be at the discretion of the Joint Committee in compliance with the provisions of this Article.
- 5.11 Failure to participate in PAR prior to an unsatisfactory evaluation shall not have a negative impact on the unit member's evaluation.
- 5.12 This Article or any portion thereof may be reopened at any time by either party.
- 5.13 As compensation for attending monthly BTSA meetings, participating BTSA teachers shall be allocated an amount equivalent to the cost of two (2) substitute days for release time and/or for the purchase of BTSA related materials.

**ARTICLE XVI - PEER ASSISTANCE REVIEW AND BEGINNING
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2018-2021

- 5.14 As compensation for attending monthly BTSA meetings, the Consulting Teachers will be provided one (1) paid release day per school year.

Professional Growth Committee

WSD and WTA shall convene a Professional Development Committee which shall operate by consensus. The committee shall be composed of a minimum of a five (5) representatives from the district and five (5) representatives from WTA. The committee shall provide recommendations for the content, calendar, range of offerings, and scope of work for professional growth programs. The committee shall ensure that teacher expertise is incorporated into modified day professional growth sessions. The team may also identify visiting experts to support professional growth opportunities.

ARTICLE XVIII - PERSONAL & ACADEMIC FREEDOM**2018-2021**

- 1.1 This Article is intended to provide clarification of the unit member's personal and academic rights and responsibilities as set forth in current Board policies.
- 1.2 Teachers are expected to follow the adopted curriculum of the District. Teachers shall have the right and responsibility to present material concerning facts and concepts relating to this curriculum as long as the material is approached in an impartial and unprejudiced manner and in accordance with District policies and administrative regulations.
- 1.3 In performing teaching functions, unit members may express opinions on all matters relevant to the course content, in an objective manner. A unit member, however, shall not utilize his/her position to indoctrinate students with his/her own personal, political and/or religious views.

Section 1

- 1.1 Teachers who are assigned full inclusion special education students to their regular classrooms shall be given release time for staff development and other related activities as well as additional classroom assistance as delineated in the students' I.E.P.
- 1.2 The District and Association agree to form an on-going special education committee that will explore the needs of students with individual education plans (IEPs) who may or may not require special programs, to explore professional growth opportunities, classroom support and to problem solve matters that impact staff and students.

Section 1

Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Association hereby agrees that during the term of this Agreement neither it nor its members, or agents, or representatives, or the unit members, or persons acting in concert with any of them, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature against the District whatsoever or wheresoever located, including but not limited to disputes which are subject to the grievance provisions of this Agreement; disputes which are specifically not subject to the grievance provisions of this Agreement, disputes concerning matters not mentioned in this Agreement; disputes between the district and other employee organizations, persons or employers; or jurisdictional disputes. In the event of any strike, walkout, slowdown or work stoppage or threat thereof against the District, the Association and its officers will take all steps reasonably within their control to end or avert the same.

Section 2

Unit members will not authorize, engage in, encourage, sanction, recognize or assist in any strike, slowdown or work stoppage against the District, or picket in furtherance thereof, or participate in unlawful concerted interference in violation of this Article or refuse to perform duly assigned services in violation of this Article. It is understood that unit members found in violation of this Article may be subject to discipline or termination as determined by the Board of Trustees. Disputes arising under this particular paragraph are to be handled according to appropriate legal proceedings rather than the grievance process of this Agreement.

Section 3

It is understood that in the event this Article is violated, the district shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or District policy from any unit member and/or the Association when the Association is the violator.

Section 4

The District agrees that it shall not utilize the lockout.

Section 5

All provisions of this Article shall be suspended during any reopeners.

Section 1 - General

- 1.1 If any provision of this Agreement shall be held invalid by operation of law (i.e., legislative changes, court decisions, etc.) or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such court 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.

- 1.2 In the event that any provision of this Agreement is held invalid as noted above, the District agrees to meet and negotiate upon demand on the subject matter of the invalid provision to the extent permitted by law.

Section 1 - Submission

- 1.1 The parties agree to reopen the contract on any State provided compensation for certificated employees related to academic performance at the demand of either party.
- 1.2 The parties agree to enter into negotiations for a successor agreement prior to the expiration of the current agreement.

Section 2 - Designation

The Association shall designate no more than seven (7) representatives who shall each receive reasonable release time without loss of compensation to attend negotiations and impasse proceedings. The number of representatives will not exceed seven (7) total members which may or may not include a CTA advisor.

Section 3 – Interest Based Bargaining

The parties are committed to Interest Based Bargaining. Changes to Interest Based Bargaining would require the parties to bargain an alternative process.

Section 4 – Negotiations Sessions

Following any public notice requirements, the initial session shall be held within ten (10) days of written request by either party, and successive sessions shall be scheduled and conducted in a good faith effort to reach agreement. Sessions shall be held at a location mutually acceptable to the parties.

Section 5 - Ratification

The representatives appointed by each party shall have power to negotiate for that party and to make tentative agreements. However, final agreement shall be contingent upon ratification by the Board and the Association. Upon tentative agreement between the parties, all items of agreement shall be reduced to writing and submitted to the Board and the Association for ratification.

Section 6 - Signatures

Upon ratification by the parties, a written agreement shall be signed by the Board and/or designee(s) and the President and/or representative(s) of the Association. Said agreement shall then be binding upon the parties for its duration.

ARTICLE XXIII - COMPLETION OF MEET AND NEGOTIATE**2018-2021**

This Agreement constitutes the entire Agreement between the parties and concludes meet and negotiate on any item, for the term of this Agreement except that:

- 1.1 The Association and the District may amend the contract by mutual written agreement only.
- 1.2 The parties agree that this concludes negotiations for the 2017-2018 and the 2018-2019 school years, as part of a three-year successor agreement, expiring June 30, 2021. For the 2019-2020 and 2020-2021 school years, the parties may choose to reopen (1) Article 12: Health and Welfare, (2) Article 13: Wages, and one other Article per party. For the 2018-2019 school year, the parties agree that they may reopen Article 13: Wages, only should the state of California approve a budget that provides greater than full on-going funding for LCFF, increased projected COLA, additional one-time funding, or, in the alternative, does not fully fund LCFF or the projected COLA.


During the period of this contract, should PERB rule that certain items are included within the scope of negotiations, or should the State of California adopt a law that changes any item within the scope of negotiations, as defined in Section 3543.2 of the Government Code, or should the Federal Government adopt a law that affects any provision of this agreement, the District and the Association shall reopen negotiations, at the request of either party, on those items only.

This agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms.

AGREEMENT

This Agreement shall become effective July 1, 2018, except as otherwise indicated, and shall remain in full force and effect until June 30, 2021.

The signatures which follow indicate this Agreement has been adopted by the employer and ratified by the exclusive bargaining unit.


Art Jimenez
Assistant Superintendent
Westminster School District


Kim Bui
President
Westminster Teachers Association


Stacy Georgetti
Bargaining Co-Chair
Westminster Teachers Association

