

**MEMORANDUM OF UNDERSTANDING
REGARDING ELECTED UNION OFFICER RELEASE TIME
BASED ON EDUCATION CODE § 44987
BETWEEN THE
WESTERN PLACER UNIFIED SCHOOL DISTRICT
AND THE
WESTERN PLACER TEACHERS ASSOCIATION**

May 22, 2024

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

WHEREAS, Michelle Hayden, née Hawe, has been elected to serve as President of the WPTA for a period that includes the 2024-2025 school year; and

WHEREAS, under Education Code § 44987, the president has a right to be released from their duties as a certificated employee of the District to conduct Association business on a leave of absence without any loss of pay or benefits; and

WHEREAS, under Education Code § 44987, District is entitled to reimbursement by WPTA for this requested statutory leave of absence; and

WHEREAS, through this agreement, Michelle Hayden seeks leave time under Education Code § 44987 that is in addition to and separate from any type of union release time that is currently provided for in our current Collective Bargaining Agreement, in any other agreement, or by District practice.

THEREFORE, the Parties agree to the following:

1. The District will grant Michelle Hayden a paid leave of absence of 12.5%, which is the equivalent of one secondary teaching block for the 2024-2025 school year, without any loss of pay or benefits, including health and welfare benefits and employer STRS contributions.
 - a. This one secondary teaching block is in addition to Association Leave in the current CBA.
 - b. This paid leave of absence includes an equivalent reduction in the Resource Special Program Caseload Maximum.
2. WPTA will comply with its obligations under Education Code § 44987 by ensuring that the Western Placer Unified School District be reimbursed upon receipt of regular invoices submitted by the District.
3. Michelle Hayden will have the right to return to their teaching assignment at the conclusion of their service as an elected official of Western Placer Teachers Association.
4. The term of this Agreement is for the 2024-2025 school year.

*This agreement will be in place from the date it is signed by both parties and approved by the Board of Trustees and will expire on June 30, 2025.

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

*This agreement establishes no past practice or precedence.

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

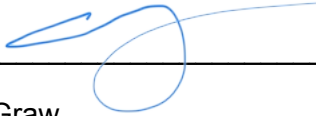
*This agreement shall be governed by and controlled in accordance with the laws of the State of California.

Dated: 6/5/2024

Dated: 6/5/2024

For the District:

For the WPTA





Cliff De Graw,

Tara Jeane

Assistant Superintendent of Personnel Services

Bargaining Chair