

**SIDE LETTER BETWEEN THE
WESTERN PLACER UNIFIED SCHOOL DISTRICT
AND THE
WESTERN PLACER TEACHERS ASSOCIATION
REGARDING CERTIFICATED PERSONNEL EVALUATION**

September 8, 2025

Introduction

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:

Background:

The parties agree that the five year evaluation cycle is a variable and practical option that meets the philosophy as stated in article XII of the WPUUSD/WPTA collective bargaining agreement. This Side Letter supersedes Article XII, Section C, subsection 5, of the collective bargaining agreement.

THEREFORE, the WPUUSD and WPTA agree to the following:

1. The five (5) year Evaluation may be initiated by the unit member or the unit member’s evaluator.
2. A unit member may be evaluated every five (5) years under the following conditions:
 - a. The unit member has permanent status;
 - b. The unit member shall have been employed by the District for a minimum of ten (10) years while continuously serving under the same credential or area of specialization.
 - i. If a unit member changes the service to another credential or specialization, the member may be evaluated as outlined in Section C.1 of Article XII.
 - ii. In a scenario as presented in 2.b.i above, if the unit member’s subsequent summary evaluation overall status rating was rated as Meeting or Exceeding District Standards, with no individual teaching standards rated as Needs Improvement or Unsatisfactory, they will be eligible for the five (5) year evaluation cycle.
 - c. The unit member is “highly qualified” under No Child Left Behind (NCLB), meaning that the unit member is fully credentialed, meets subject matter requirements, and is not in a misassignment. Unit members who are in a teaching or services position for which they do not hold a legally recognized

certificate, credential, permit, or waiver with an appropriate authorization are considered to be misassigned.

- d. The unit member's previous summary evaluation overall status rating was rated as Meeting or Exceeding District Standards, with no individual teaching standards rated as Needs Improvement or Unsatisfactory.
 - e. The unit member and the member's evaluator agree to a cycle of five-years. Agreement on a five (5) year Evaluation shall be decided on an individual basis, and shall not be based on arbitrary or capricious reasons. If the unit member who is eligible based on 2.a-d above requests to be on a five year evaluation cycle and the evaluator declines, the unit member will be notified in writing of the reason for the denial.
 - f. A bargaining unit member may elect to return to the two-year evaluation cycle by notifying the site administrator in writing by October 15.
 - g. Unit members who meet the qualifications in 2a-d above and were evaluated in the 2023/2024 school year will be eligible for going onto a five year evaluation cycle this year. This year (2025/2026) would be "year three" of said five year cycle.
 - h. In the absence of a five year evaluation, the evaluation process shall revert to the provisions outlined in Section C.1 of Article XII. It is acknowledged that this procedure may lead to variability in practice across different sites.
3. No part of this side letter shall be construed as limiting the evaluator/administrator at a site to perform informal observations of unit members and provide feedback from said informal observations at any time, regardless of the evaluation cycle that a unit member is on, as provided by the WPUSD/WPTA collective bargaining agreement in XII.7.

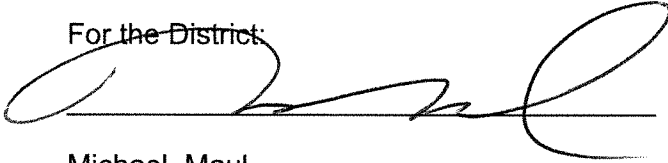
Provisions

1. This agreement will be in place from the date it is signed by both parties and approved by the WPTA Representative Council and the WPUSD Board of Trustees and will expire on June 30, 2026; it may be revisited at the request of either party.
2. 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.
3. Unless otherwise specified herein, for purposes of resolving problems that may arise from the application or interpretation of a provision of this Agreement, WPUSD and WPTA agree to utilize the process outlined in Article VI of the WPUSD-WPTA Collective Bargaining Agreement.
4. This agreement establishes no past practice or precedence.
5. 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.

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

Dated: 5/12/25

For the District:



Michael Maul

Assistant Superintendent of Personnel Services

Dated: 9/12/25

For the WPTA



David Hill

Bargaining Chair