

AGREEMENT

WHITTIER ELEMENTARY TEACHERS ASSOCIATION CTA/NEA

and the

WHITTIER CITY SCHOOL DISTRICT

**FOR THE PERIOD
July 1, 2012 through June 30, 2015**

**WHITTIER CITY SCHOOL
DISTRICT**

AND

WETA

CONTRACT

FOR THE PERIOD

July 1, 2012 through June 30, 2015

TABLE OF CONTENTS

ARTICLE		PAGE
ARTICLE I	PREAMBLE	1
ARTICLE II	RECOGNITION	2
ARTICLE III	ASSOCIATION RIGHTS	3
ARTICLE IV	EVALUATIONS	8
	Frequency	8
	Initial Stage	9
	Observations	10
	Final Stage	10
	Personnel Files	10
	Instructional Aides Evaluations	12
	Public Charges/Complaints	12
ARTICLE V	GRIEVANCES	15
ARTICLE VI	ASSIGNMENT, TRANSFER, & FILLING OF VACANCIES	21
	Definitions	21
	Timeline for Assignment, Transfer, and Filling of Vacancies	22
	Voluntary Transfer/Reassignment	22
	Involuntary Transfer/Reassignment	24
	Notice of Assignment	25
	Vacancies	26
	Summer School Assignments	27
	Special Education	28
	Combination Class Assignments	28
ARTICLE VII	NEGOTIATION PROCEDURES	29
ARTICLE VIII	ABROGATION OF AGREEMENT ARTICLES	30
ARTICLE IX	HOURS OF EMPLOYMENT	31
	Instructional Minutes	31
	Buy-Back Days	32
	Middle School Preparation Time	33
ARTICLE X	LEAVES OF ABSENCE	34
	Sick Leave	34
	Personal Necessity Leave	35
	Industrial Accident and Illness Leave	36
	Bereavement Leave	38
	Leave for Pregnancy Disability	38
	Leave Without Pay for Child-Bearing/Rearing	39
	Jury Duty Leave	39
	Leave for Judicial and Official Appearances	40

	Other Leaves Without Pay	41
	Reinstatement After Leave of Absence	41
	Sabbatical Leave	41
	Family Care and Medical Leave	44
ARTICLE XI	SHARED TEACHING	48
	Definition	48
	Requirements	48
	Compensation	48
	Request Procedures	49
	Conformance of Contract	49
ARTICLE XII	FULL-DAY KINDERGARTEN	50
ARTICLE XIII	OPTION 2	52
ARTICLE XIV	DISTRICT RIGHTS	54
ARTICLE XV	HEALTH AND WELFARE BENEFITS	55
	Benefit Program	55
	IRC 125	55
	Dental Plans	56
	Vision Service Plan	56
	Life Insurance	58
ARTICLE XVI	SALARIES	59
	Stipends	61
	Salary Schedule Placement Regulations	62
ARTICLE XVII	CLASS SIZE	69
ARTICLE XVIII	COMPLETION OF MEET AND NEGOTIATION	70
ARTICLE XIX	NO STRIKE/LOCKOUT	71
ARTICLE XX	PEER ASSISTANCE AND REVIEW PROGRAM	72
	Definition of Terms	72
	Purpose	72
	Joint Panel	73
	Consulting Classroom Teacher	75
	Referred Participating Classroom Teachers	78
	Voluntary Participating Classroom Teachers	79
	Beginning Teacher Support	79
	PAR Funding	81
ARTICLE XXI	EARLY RETIREMENT PROGRAM	82
ARTICLE XXII	SAFETY	84
ARTICLE XXIII	STUDENT DISCIPLINE	88
ARTICLE XXIV	CLASSROOM RELOCATION	89
ARTICLE XXV	ACADEMIC FREEDOM	90
ARTICLE XXVI	SPECIAL EDUCATION	91
ARTICLE XXVII	TERM	93

ARTICLE I: PREAMBLE

This is an Agreement made and entered into between the Whittier City School District (hereinafter referred to as "District") and the Whittier Elementary Teachers Association/CTA/NEA (hereinafter referred to as "Association").

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law, and that the District shall execute practices and procedures and exercise its powers consistent with the terms of this Agreement.

Nothing in this article limits the Association or District from making announcements regarding successor agreements.

ARTICLE II: RECOGNITION

The Whittier City School District Board of Education hereby grants exclusive recognition to Whittier Elementary Teachers Association for certificated employees in the representation unit, which is comprised of the following or similar positions:

A. Employees Included

All certificated employees except those specifically listed below:

B. Employees Excluded

Superintendent

Assistant Superintendents

Directors

Principals

Non-Teaching Assistant Principals

Coordinators

Substitute Teachers (casual day-to-day)

Occasional/Casual Employees (hourly employees hired on a day-to-day basis)

ARTICLE III: ASSOCIATION RIGHTS

- A. The Association may represent unit members in their employer- employee relations.**
- B. Subject to reasonable regulation, the Association shall have the right to use school bulletin boards, mailboxes, and the District mail service, as well as the right to use school building facilities at reasonable times for the purpose of carrying out Association duties as exclusive representation agent.**
- C. The District shall furnish the Association with the names and work locations of all unit members.**
- D. Unit members may be granted a paid leave of absence to attend State, local or national conferences, upon the joint recommendation of the Superintendent and the Association.**
- E. Association President Release Time**
 - 1. The President of the Association shall be provided release time from duty without loss of salary for attendance, when invited, at administrative cabinet meetings.**
 - 2. Upon appropriate notification, the President of the Association or designee shall be provided with forty (40) days of release time each year providing that the leave is used for activities related to the duties of the exclusive representative. The District shall pay for the first five days of release time. The Association shall reimburse the District for the cost of the substitute from the sixth through the fortieth day.**
- F. The grievant, witnesses, and one member of the Association Grievance Processing Committee shall be granted release time when necessary to attend a grievance hearing. Whenever possible, hearings will be held after school.**
- G. Organizational Security**
 - 1. A unit member who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization the District shall deduct one-tenth of such dues from the**

regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Such authorization shall continue in effect from year to year unless revoked in writing. A unit member who revokes his/her authorization for the payroll deduction of member dues or the non-member fee shall transmit such dues or fee to the Association in a manner prescribed by the Association.

2. Any unit member who is not a member of the Association, or who fails to remain a member in good standing of the Association, or who does not make application for membership within thirty (30) days from the date of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties, shall become a member of the Association or pay to the Association a service fee in an amount equal to unified membership dues, initiation fees and general assessments in one lump sum cash payment; provided, however, that the unit member may authorize payroll deduction for such service fee in the same manner as provided in Paragraph 1 of this Article. In the event that a unit member shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Paragraph 1, the District shall immediately, upon notice from the Association, begin automatic payroll deduction of said fee as provided in Education Code Section 45061 in the same manner as set forth in Paragraph 1 of this Article.
3. a. Any unit member who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association, except that such unit member shall pay, in lieu of a service fee as described in Article III, Item G, Paragraph 2, a sum equal to such service fee to one of the following non-religious, non-labor organizations,

charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code.

- 1) Foundation to Assist California Teachers**
 - 2) American Cancer Society**
 - 3) March of Dimes**
- b. Proof of payment and a written statement of religious objection, along with verifiable evidence of membership in a religious body as described in Paragraph 3(a), shall be made on an annual basis to the District and the Association as a condition of continued exemption from the provisions of Paragraphs 1 and 2 of this Article. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before November 15 of each school year, or within thirty (30) days of claiming such exemption.**
- c. Any unit member making payments as set forth in Paragraphs 3(a) and (b) above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.**
- 4. With respect to all sums deducted by the District pursuant to Paragraphs 1 and 2 in Article III, Item G, whether for membership dues or equivalent 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 or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions.**
- 5. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.**

6. a. The Association agrees to defend, indemnify and hold harmless the District against legal action by any unit member challenging the legality of this Article or its implementation. The Association shall have the exclusive right to decide and determine whether any claim, liability suit or judgment made or brought against the District or Association because of such action shall or shall not be compromised, resisted, defended, tried, or appealed.
- b. The District, immediately upon receipt of notice of such legal action against it, the Association, or both of them, shall inform the Association of such action, provide the Association with information and pertinent documents necessary for the Association's defense or settlement of such action and cooperate with the Association in its defense of such action.
- c. The Association, upon a compromise or settlement of such action, shall immediately pay to the parties to such action all sums due under such settlement or compromise.
- d. The Association, upon final order and judgment of a court of competent jurisdiction awarding damages to any party (ies) in such action, shall immediately pay to such party (ies) all sums owing under such order and judgment.

H. Consultation Rights

1. The District will consult with the Association and review all programs and/or grant requirements that have an impact on the unit member's working conditions prior to submission of an application. Any impact on unit members' working conditions shall be negotiated prior to implementation as deemed appropriate. The District reserves the right to submit a grant application if the deadline necessitates it.
2. A list of members of District Committees on which teachers are serving will be provided to the Association in a timely manner. The Association shall designate one member of the committee to

act as a liaison between the Committee and the Executive Board of the Association. In the event that there is no member of the committee to act as a liaison, the Association and District will agree upon an additional member to represent WETA.

ARTICLE IV: EVALUATIONS

- A. 1.** It is understood by the parties that unit members are continuously evaluated by their supervisors and superiors and that this formal evaluation procedure in no way limits such continuous evaluation. A permanent unit member who receives an annual rating of unsatisfactory shall have the opportunity to have the evaluation reviewed by the Superintendent. It is the unit member's responsibility to request the review. The method of review shall be determined by the Superintendent and unit member.
- 2.** The District shall endorse a continuous process of observation and evaluation of unit members of the District. The objective of the process is to improve the quality of service in the District. Unit members will be evaluated consistent with the procedures for evaluation contained in Senate Bill 813.
- B. Frequency**
- 1.** Each permanent unit member will be evaluated at least every other school year.
- a.** The evaluation shall be completed no later than thirty days before the end of the school year.
- b.** At least one written observation shall occur before December 15.
- 2.** Each probationary unit member will be evaluated at least once per school year.
- a.** The evaluation shall be completed by March 15.
- b.** At least one written observation shall occur before December 15.
- 3.** Notwithstanding section B.1 and B.2 above, unit members who meet each of the following conditions shall be evaluated every five years:
- 1.** The employee has achieved permanent status;
 - 2.** The employee has been employed by the District continuously as a certificated employee for at least ten (10) years;
 - 3.** The employee is "highly qualified" as defined by 20 U.S.C. section 7801;

4. The employee was rated as meeting or exceeding standards in his or her previous evaluation;
5. Both the employee and the evaluator consent; and
6. Neither the employee nor the employee's current evaluator has withdrawn consent.

For the purposes of determining whether a bargaining unit member has been "employed by the District continuously as a certificated employee for at least ten (10) years," a bargaining unit member shall qualify if he/she has actually worked as a certificated employee in the District for fifty (50) percent or more of the number of days in the work year in each of the ten (10) years, whether or not such years are consecutive. For job share teachers, the percentage is fifty (50) percent of their job share agreement.

If consent is withdrawn at any time prior to December 1st then the employee shall be placed in the current year's evaluation cycle. If it happens after December 1st then the employee shall be placed in the evaluation cycle the following year.

An evaluator's decision to withhold or withdraw consent shall not be subject to the grievance procedure set out in Article V.

C. Initial Stage

1. Before the formal evaluation commences, the unit member and the evaluator shall meet to discuss the evaluation guidelines, objectives and procedures as contained in the Whittier City School District Teacher Evaluation Handbook. In the conference, factors such as students' particular problems, applicability of test results and adequacy of supplies and other support materials may be discussed. In areas where differences exist the evaluator's judgment shall prevail. However, the unit member shall have the prerogative of adding comments to the guidelines, objectives and procedures.

2. During the evaluation process the evaluator and the unit member may meet again to re-assess evaluation objectives.

D. Observations

1. Each evaluation shall be based upon at least two observations of at least twenty (20) minutes.
2. Individual observations or groups of observations will normally be followed by a conference between the evaluator and unit member to discuss the observations. The discussion will normally include strengths, weaknesses and recommendations for improvement, if any.

E. Final Stage

1. When the final written evaluation is completed, the unit member shall meet with the evaluator to discuss the evaluation.
2. No evaluation or evaluation observation report with derogatory material about the unit member shall be placed in the unit member's personnel file unless the unit member has had an opportunity to see the material, receive a copy, and make a written comment. If the unit member makes a written comment, the comment shall be included with the evaluation or evaluation observation report in the personnel file.

- F.** The evaluation shall be based upon direct observation of the unit member and other reliable information. Reliable information means information upon which a person can reasonably depend.

G. Personnel Files

1. There shall be a single personnel file for each unit member. The personnel file shall be kept in the central administrative office of the District.
2. All material placed in a bargaining unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.
3. Materials in the personnel file of a unit member, except as noted below, shall be made available for inspection to the unit member involved. Unit members shall have the right to inspect and obtain a copy of personnel file materials, upon request. Upon authorization by the unit member, an

Association representative may review the unit member's file or accompany the unit member in his/her review of the file. Material which may be excluded from inspection shall be limited to ratings, reports, or records which:

- a. Were obtained prior to the employment of the unit member involved.**
 - b. Were prepared by identifiable examination committee members.**
 - c. Were obtained in connection with a promotional examination.**
- 4. Information of a derogatory nature, except material excluded in accordance with Section G.3 above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon.**

A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review, and any preparation of comments in response to the material and/or statement, shall take place during normal business hours and the unit member shall be released from duty for this purpose without salary reduction.

- 5. Derogatory material shall be placed in the employee's file within a reasonable period after the event(s) giving rise to the preparation of the materials but in no event more than sixty (60) calendar days after the event. Documents created within the sixty (60) calendar day timeline shall not include any reference to other events outside the sixty (60) calendar day limit unless the unit member was verbally warned not to engage in similar conduct in the future or the District was unaware that the unit member had engaged in the conduct until after the timeline had passed.**
- 6. A unit member may request that derogatory material placed in his or her personnel file be sealed in a separate envelope if four years have passed since the event or situation occurred resulting in the preparation**

of the document. The sealed envelope cannot be opened unless by court order or by written permission given by the unit member.

7. Materials that have not been placed in the personnel file as described herein may not be used for the purpose of any proposed suspension or dismissal of a unit member.
8. Access to a unit member's personnel file shall be limited to a "need to know" basis. Access authorization must be obtained from either the Superintendent or the Superintendent's designee. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have requested to examine a personnel file, the reason for the examination, as well as the dates such requests were made. Such log shall be available for examination by the unit member or her/his authorized Association representative.

H. Instructional Aides Evaluations

1. No unit member shall be requested to sign an evaluation on an instructional aide but may be asked to provide input.

I. Public Charges/Complaints

Citizen complaints shall be processed as follows:

1. Informal

Complainants should first attempt to resolve a complaint informally with the involved unit member. If the involved unit member believes the allegations in the complaint warrant a meeting, the administrator receiving the complaint shall, within three (3) days of receiving the unit member's request, attempt to schedule a meeting between the unit member and the complainant. At the request of the unit member, an Association representative may be present at the meeting. If the complainant fails or elects not to attend the meeting, the complaint must be placed in writing within three (3) days after the date proposed for the meeting or the matter will be considered resolved/withdrawn.

2. Formal

In the absence of informal resolution of a public complaint, the complainant shall direct a written complaint to the unit member's immediate supervisor, who shall process the complaint as follows:

- a. After the receipt of a written public complaint, the immediate supervisor shall notify the involved unit member within three (3) days.**
 - b. The immediate supervisor shall investigate the complaint, providing both parties every opportunity for explanation, comment and presentation of the facts as a basis for assessment and possible resolution within seven (7) days.**
 - c. If deemed necessary by any of the parties, the immediate supervisor will attempt to schedule a meeting within the seven day timeline (Ref. 2.b) between the complainant, unit member and him or herself.**
- 3. The complainant or the involved unit member may request within three (3) days a review by the Superintendent of the immediate supervisor's assessment and possible resolutions of the complaint. The Superintendent may respond based on a review of the existing record or, at his/her discretion, request additional evidence. Such additional evidence may include scheduling a meeting with both the complainant and the involved unit member for the purpose of obtaining supplemental facts and clarifying issues. The Superintendent's decision shall be issued within fourteen (14) days and shall be final, unless the complainant or involved unit member requests a review by the Board.**
- 4. Request for review of the Superintendent's decision shall be in writing and shall be sent to the Secretary of the Board within three (3) days of receipt of the decision. The Secretary shall place on the agenda the request for review for the next Board meeting as a closed session item. The unit member shall have the right to be present at the closed session and have a representative present. The decision of the Board, upon**

review of the complaint, shall be final and issued at that meeting. Notification of the decision of the Board shall be made to the complainant and the unit member in writing.

5. Complaints which are withdrawn, shown to be false, or are not sustained by the public charges procedure shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.
6. All information or proceedings regarding any complaint shall be kept confidential by the District. However, the District shall not be responsible for disclosures made by either the employee or the complainant.
7. No document of a derogatory or critical nature shall be prepared and/or placed in the personnel file of a unit member based on complaints received from students, parents, or citizens, unless the procedure contained in this article has been followed.

ARTICLE V: GRIEVANCES

A. Definitions

- 1. A GRIEVANCE is a claim by one or more unit members that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.**
- 2. The AGGRIEVED PARTY is the unit member or unit members making the claim.**
- 3. A DAY is any day in which a unit member is required to render service to the District.**

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

- 1. Informal Level - Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.**
- 2. Level I**
 - a. A grievance shall be presented in writing to the immediate supervisor using the grievance form within ten (10) days of the date the grievant knew or with due diligence should have known of the act or omission giving rise to the grievance. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought. The immediate supervisor shall meet with the aggrieved party and/or designated Association representative within three (3) days of the receipt of the grievance. The immediate supervisor shall provide written disposition of the grievance including the reasons therefore to**

the grievant and Association President within two (2) days of such meeting.

- b. If the aggrieved party is not satisfied with the disposition of the grievance or if no disposition has occurred within two (2) days of such meeting or five (5) days from the date of presentation of the grievance, the grievance may be appealed to Level II, with a copy provided to the Association President.

3. Level II

- a. The Superintendent or his/her designee shall meet with the aggrieved party and designated Association representative within five (5) days of receipt of the grievance appeal and shall provide a written disposition of the grievance including the reasons therefore, within two (2) days of such meeting.
- b. If the aggrieved party is not satisfied with the disposition of the grievance or if no disposition has occurred within three (3) days of such meeting or eight (8) days from the date of the receipt of the grievance at Level II, the aggrieved party may request the Association to submit the grievance to arbitration.

4. Level III

- a. If the Association proceeds to arbitration, it shall notify the District in writing within twenty (20) days of the receipt of the grievance at Level II. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If no agreement can be reached within five (5) days, the parties shall request the American Arbitration Association/California Conciliation Service to supply a listing of five (5) names of persons who are experienced in arbitration. Each party shall alternately strike a name until only one name remains. The order of striking shall be determined by lot. The arbitrator shall, as soon as possible, hear

evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

- b. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in his/her recommendation any award such as financial reimbursement or other remedies as he/she judges to be proper. The arbitrator will have no power to add to, subtract from or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District. Issues arising out of the exercise by the Board and administration of its responsibilities under Article XII - DISTRICT RIGHTS, including the facts underlying its exercise of such discretion, shall not be subject to this procedure. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommendations which shall be binding on the parties. By filing a grievance and processing it beyond Level II, the grievant expresses that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance.
- c. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator before he/she has had an opportunity to hear the merits of the grievance.
- d. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally

by the Board and the Association. All other costs will be borne by the party incurring them.

D. Time Limits

1. Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal or written decision.
2. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
3. When a grievance is filed subsequent to May 1 and prior to the end of the school year, the time limits shall be regarded as calendar days, and a good faith effort will be made by the parties to resolve the issue prior to the end of the school year or within thirty (30) days thereafter.

E. Rights of Representation

1. A unit member alleging a grievance may be represented at all stages of the grievance procedure by an Association representative if requested by the unit member.

F. No Reprisals

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

G. Miscellaneous

1. Group grievances will be processed only if there is mutual agreement of the District and the Association or if the issues are identical; such a grievance will be handled as a single grievance. The Association on behalf of the affected unit members, may process a grievance which affects more than one unit member in more than one building at Level II.
2. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate

supervisor, the aggrieved party shall submit such grievance in writing directly to the Superintendent. The processing of such grievance will commence at Level II.

3. 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.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the District and given appropriate distributions so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.
5. Upon mutual agreement of the Association and the Superintendent, a grievance may be taken directly to arbitration.
6. A unit member may at any time present grievances to the employer, and have such grievance adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of the written Agreement. If the unit member processes a grievance without the intervention of the Association, the Association will be notified of any proposed resolution of the grievance and allowed to share its views before the grievance is resolved.
7. When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he/she will, upon notice to the principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such meetings or hearings as a witness will be accorded the same right.
8. The grievance process may be used to grieve any failure to follow the procedures set forth in the Academic Freedom Board Policy attached to

this agreement as Appendix G, or, if a change in that policy is made by the District without first negotiating such change with the Association.

ARTICLE VI: ASSIGNMENT, TRANSFER, & FILLING OF VACANCIES

A. Definitions

An assignment is the work site, grade, grade level, or subject area to which a unit member is employed to fulfill his/her contract duties.

A transfer is the movement of a unit member from one work location to another work location at a different work site.

A reassignment is the movement of a unit member from one subject area to another subject area or one grade level to another grade level at the same work location.

NOTE:

Moving from Alternative to non-Alternative or vice versa within the same grade within the same school is not considered a transfer or reassignment.

Moving from a combination class to either grade within the same school is not considered a transfer or reassignment.

A Vacancy is defined as follows:

End of School Year - any position that remains unfilled after preliminary assignments are made.

During the School Year - a position that becomes unoccupied due to a resignation, retirement, death, etc., or any promotional or newly created position.

Seniority is defined as the unit member's initial date of service in the bargaining unit with the following provisions.

- 1. Unit members with the same initial date of service shall have their seniority number determined through WETA/WCSD negotiations.**
- 2. If a unit member is assigned to a non-bargaining unit position within the District, that unit member does not accrue seniority for the purposes of this Article while working on such an assignment.**
- 3. A unit member's seniority shall accrue during layoff.**
- 4. The District shall publish a District seniority list annually, effective November 1.**

B. Timeline for Assignment, Transfer, and Filling of Vacancies

<u>Date</u>	<u>Action</u>
April 1	Written Notification of Intent to Participate in Early Retirement Program sent to Human Resources
April 1	Shared teacher request and proposed implementation plan due to Superintendent
April 15	Publication of Preliminary Assignments and Anticipated Vacancy list
April 15	District notifies shared teachers the results of their request
April 15 – May 10	Unit members including displaced teachers, within each worksite may request a reassignment to known vacancies within that worksite
May 1	Publication of updated Preliminary Assignments and Anticipated Vacancy list
May 15	Publication of Assignment, Involuntary Transferees, and Vacancy list
June 1 – Sept. 1	Vacancy lists posted on District website and published
June 15	Deadline for involuntarily transferred unit members to notify Human Resources of assignment selection
After June 15	Unit members may notify Human Resources, in writing, of their desire to voluntarily transfer to known vacancies
By June 30	Unit members must notify District of intent not to return

C. Voluntary Transfer/Reassignment

- 1. A unit member may submit a request for transfer to the District at any time, whether or not a vacancy exists. A unit member may also submit a request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article.**
- 2. If two (2) or more unit members with the appropriate credentials apply for a vacancy, transfer, or reassignment, the following criteria will be considered:**

- a. **Factors related to the educational program such as appropriate training and experience;**
 - b. **Other factors may include credentials, major and minor fields of study, teacher experience (although this shall not exclude a teacher seeking change in subject area or grade level from consideration), special skills required by a particular assignment, (such as computer knowledge for a computer class, “signing ability” for speech therapists serving hearing-impaired students), racial and ethnic balance of the school, provided that no unit member within a major District ethnic/racial group is assigned to the school. Under no circumstances will this criteria result in the involuntary transfer or layoff of any bargaining unit member;**
 - c. **The factors above being equal among the applicants, the applicant with highest seniority in the District shall be accepted.**
3. **If a unit member's request for a voluntary transfer is denied, the unit member shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reasons for the denial. The unit member may request and shall receive written reasons for the denial following said meeting.**
4. **If the unit member requests that his/her application for transfer be kept confidential, the principal at his/her school shall not be notified by Human Resources of the application until after an offer of transfer has been made, and the matter will be treated as confidential as practicable.**
5. **All requests for reassignments or transfers must be submitted to Assistant Superintendent of Human Resources in writing.**
6. **The District is not precluded from advertising for and/or interviewing applicants from outside the District for any vacant position. No position shall be filled until all District applicants have been interviewed.**
7. **Whenever a vacancy for the ensuing school year is anticipated within a school and a unit member at that school site requests reassignment to**

the position, with the principal's agreement, the assignment will be made between April 15 and May 10.

8. After the May 15 posting of vacancies (or sooner, if known), involuntary transfers/reassignments supersede all other provisions of this Article.

D. Involuntary Transfer/Reassignment

1. Involuntary transfers/reassignments shall only be made when a position is unfilled and for the following reasons: A decrease in the number of students which requires a decrease in the number of unit members pursuant to class size, elimination, addition or change in program(s) and/or funding, change of boundaries or school closings.
2. If a decrease in the number of students, change of boundary, or the elimination or addition of programs(s) and/or funding occurs, the District shall seek volunteers prior to making involuntary transfer/reassignment. If involuntary transfer/ reassignment becomes necessary, the unit member with the least seniority shall be transferred or reassigned. If there is an opening at the school of the displaced teacher before or during the Preliminary Assignment dates (April 15 to May 10), that teacher may choose to fill a vacant position within that school. If he/she does not accept that assignment, the teacher will be placed on the involuntary transfer list.
3. If a particular school is to be closed, then unit members at that school shall be accorded the first priority for filling any new or vacant positions at the school or schools at which the students at the closing school are being placed for the coming school year.
4. All unit members involuntarily transferred or reassigned under Article D.1 shall be given the opportunity to indicate three (3) preferences for reassignment to known vacancies District-wide by June 15 and shall also be accorded first priority for filling all vacancies that arise for which they have an appropriate credential. The determination of which unit members shall fill vacancies when two or more of these unit members apply for the same vacancy shall be determined on the basis

of the unit member with the greatest seniority receiving the position. This section supersedes all other provisions of this Article. For vacancies occurring after June 15, the procedures set out under voluntary transfer of this Article shall apply. (For example, if a unit member is assigned a combination class and does not want it, they would be placed on the involuntary transfer list, if that assignment occurred before July 1.)

5. Unit members who are transferred or reassigned during the school year shall be allowed three (3) days of released time for the preparation prior to the effective date of the transfer or reassignment. The District shall provide assistance in the moving of the unit member's material whenever a unit member is transferred or reassigned.
6. Unit members who are transferred, reassigned and relocated to another classroom or school, prior to the first day of school, shall receive 3 sub days or release time or 3 days of compensation at the substitute rate. *(When 1 prep-work day returns to Salary Schedule, it will revert from 3 days to 2 days of sub compensation)*
7. Notification to involuntarily transfer/reassign should be made no later than April 15 for the following school year. However, if a unit member is involuntarily transferred or reassigned after July 1, he/she shall be added to the involuntary transfer list for the next school year based on seniority.

E. Notice of Assignment

1. The District shall publish the **Preliminary Assignments and Anticipated Vacancies list** for the school and /or division for the ensuing school year no later than April 15. This list will include teachers' names, grade level assignments (and/or subject areas), and work site of each position. The unit members affected by any change before the Preliminary Assignments and Anticipated Vacancies list is posted shall be given

written notice before the change is made. An updated Preliminary Assignments and Anticipated Vacancies list will be published by May 1.

- 2. After the publication of the April 15 Preliminary Assignments and Anticipated Vacancies list, each unit member within each work site will have an opportunity to request a reassignment for the next school year. This request should be in writing and given to the site administrator.**

F. Vacancies

- 1. The District shall make available to the Association and post in all school buildings a list of all vacancies, promotional positions and new positions that occur during the school year upon knowledge of the vacancies. The list shall contain the following:**
 - a. A closing date which is at least ten (10) work days following the posting date;**
 - b. A job description;**
 - c. Qualifications/credentials necessary to meet the requirements of the position.**
- 2. No assignment to fill the vacancy, promotional position or newly created position shall be made until the closing date.**
- 3. The District shall, upon request by a unit member, notify that unit member during summer recess or period of leave of any posted vacancies that may arise during the summer recess or period of leave. The unit member's request must be in writing and must include a self-addressed, stamped envelope for each position desired. Human Resources Department will allow ten (10) workdays from the date the letter is mailed for the unit member to reply.**
- 4. If a unit member already has a transfer application on file, it is not necessary to make further application in order to be considered for any vacancies for which the unit member may have applied.**

G. Summer School Assignments

- 1. The District shall make available to the Association a list of summer school teaching positions. The list shall be posted and contain the following:**
 - a. A closing date which is at least ten (10) working days following the posting date;**
 - b. A job description;**
 - c. Qualifications/credentials necessary to meet the requirements of the position.**

2. No assignment to fill the vacancy shall be made until the closing date.
3. The District shall notify unit applicants of summer employment by June 1.
4. Applications shall be made available at each school site. Completed applications to be sent to Assistant Superintendent of Human Resources.

H. Special Education

1. Notwithstanding the provisions of Section D2 and D3 of this Article, transfers for Special Education shall be made at bid meetings called for this purpose during the school year. During these meetings, eligible Special Education Certificated staff shall have the opportunity to apply for posted vacancies, as well as vacancies created as a result of filling the originally posted vacancies
2. At least one such meeting shall be held not later than the first week in June to accommodate transfers and fill vacancies for the following year. Any subsequent meetings must be held during the regular work year. Special Education Certificated staff shall receive at least two weeks notice as to the date, time, and location of the meeting.
3. Transfer bids shall be based on the following:
 - a. Credential
 - b. Seniority
4. Positions filled after the Special Education bid meeting shall be considered temporary until the next Special Education bid meeting, at which time the positions shall be posted for transfer.

I. Combination Class Assignments

Acceptance of a combination class assignment by a tenured teacher on a voluntary reassignment basis will not jeopardize their right to move back to their original single grade level assignment the following year. In order to ensure an understanding of all parties in the grade levels potentially affected by this reassignment, a form will be signed by all parties involved (Appendix M)

ARTICLE VII: NEGOTIATION PROCEDURES

At the second regularly scheduled Board meeting in January of the calendar year of which this Agreement expires, the Association will present its initial proposals for the succeeding year. Within ten (10) work days after the first regularly scheduled Board meeting in March, the District will begin negotiations with the Association. Either party may utilize the services of outside consultants under the negotiations procedure. The Association may discharge its respective duties by means of authorized officers, individual representatives or committee. Negotiations shall take place at mutually agreeable times and places. The Association shall designate the representatives, any five (5) of whom shall each receive release time as needed for scheduled negotiation sessions (a session is anytime WETA and District negotiation teams meet) without loss of compensation when such negotiations are scheduled during work hours.

The Board shall continue the policy of providing District information pertinent to bargaining procedures to the Association. The District shall provide a copy of the contract for proofreading to the Association within thirty (30) working days after the contract is ratified. The District will deliver to the Association a printed copy of the contract for each unit member no later than thirty (30) working days after corrections and final signing. The cost of production of the contract shall be borne by the District.

ARTICLE VIII: ABROGATION OF AGREEMENT ARTICLES

- 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall be deemed invalid, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.**
- 2. It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.**
- 3. Any provisions of this agreement which violate Government Code Section 16280 or which would cause loss of State revenues are null and void. The District shall immediately inform the Association of such alleged violations and shall provide the Association with all information and dates substantiating the violation.**

ARTICLE IX: HOURS OF EMPLOYMENT

A. Hours of Employment

- 1. Unit members shall be at work stations and responsible for instructional and other assignments for a minimum of seven and one-half (7 1/2) hours per day, inclusive of a thirty (30)-minute lunch period.**
- 2. Instructional Minutes**
 - a. Kindergarten: 200 minutes/day**
 - b. First through Third Grades: 295 minutes/day**
 - c. Fourth and Fifth Grades (and 6th Grade at Andrews School):
315 minutes/day**
 - d. Sixth through Eighth grades:
Edwards and Dexter Schools: 355 minutes/day**
- 3. Kindergarten teachers are required to assist in the instructional program of the primary grades, when not involved in the kindergarten program. Such assistance shall be limited to no more than fifty (50) minutes per day and duties performed shall be mutually determined by the teachers involved.**
- 4. Duty for Special Assignments:
Special Day Class teachers (either Learning Handicapped or Severely Handicapped educational setting) with on-going responsibility for before and/or after school duty (e.g. bus duty) will be exempt from further regularly-scheduled duties. Itinerant teachers who work more than one site per day will not be assigned regular duties on any day in which their assignment is split between two or more schools.**

B. In addition to the above minimum time, unit members are responsible for:

- 1. Back-to-School nights**
- 2. Open House, if scheduled**
- 3. Other duties consistent with past practice.**
- 4. Each school shall schedule minimum days for Back-to-School Night/Open House and last day of school.**

- C. On days when unit members are scheduled to work but the pupils are not scheduled to be present, and on days of an emergency release of pupils or on minimum pupil days, the workday shall be seven and one-half (7 1/2) hours for all unit members, inclusive of a thirty (30)-minute lunch period.**
- D. All unit members shall be entitled to a duty-free lunch period of thirty (30) minutes. Unit members assigned to two or more schools in a day will receive a minimum 30-minute duty free lunch and a minimum of thirty minutes for driving and preparation per traveling day.**
- E. All unit members shall be required to work 182 days, one of which is a Buy-Back day, except psychologists who work 188 days and middle school counselors who work 189 days. The scheduling of such workdays for the school year shall be as set forth in Appendix C & D: Bargaining Unit Calendar.**
- F. Buy-Back Days**

If the Buy-Back Days are not funded by the State, the parties agree that the salary schedule will be adjusted (reduced) by mutual agreement, at a rate equal to the cost of the three workdays.

The parties agree that contractual leave rights will apply to the three days, except as modified as follows:

- 1. No Personal Necessity Leave as defined in Section 10.b.5 will be permitted on Buy-Back Days (Personal Necessity as defined by Section 10.b.1, 2, 3, 4 remains in effect).**
- 2. The District may request a Doctor's note to verify sick leave taken on Buy-Back Days.**
- 3. Sixteen hours of Buy-Back time will be part of the 8 Site Days (2 hours per Site Day) as determined by the District.**
- 4. The parties agree that an employee absence that occurs on a Buy-Back Day and is not covered by this agreement is subject to repayment by the employee at the per diem rate. Such repayment shall not occur unless the employee has been notified in writing and has the opportunity to verify the accuracy of the absence.**

Employees will arrive at Buy-Back Days on time and remain for the full day. Sign-In and Sign-Out verification will be used as per State requirements. In the event that employees do not attend the entire day, their partial day attendance is subject to the leave restrictions contained herein (unexcused partial day attendance may result in being docked for the full day).

G. Preparation Time

1. All middle school bargaining unit members shall be assigned a preparation period within the seven (7) period day. The preparation period shall be the same length as the regular period.
2. Bargaining unit members shall not be used as substitutes during their preparation period unless the unit member agrees to do so. If a unit member substitutes during his/her preparation period he/she will receive one fifth (1/5) of his/her daily rate.
3. Substitutes shall be provided for Special Day Class and Resource Specialist Teachers.
4. In the event no substitute is available for an absent elementary teacher and the site administrator determines that it is necessary to assign up to one-fifth of that class to another unit member, and that unit member agrees to receive those students, that unit member shall receive one-fifth of his/her daily rate prorated for the time he/she has the students.

ARTICLE X: LEAVES OF ABSENCE

A. Sick Leave

- 1. Unit members are allowed full pay for their accumulated sick leave (ten days per year) accumulative without limit for personal injury or illness or caring for an injured or ill family member.**
- 2. After all earned leave as set forth above is exhausted, additional non-accumulated leave shall be available for a period, not to exceed five (5) school months. The amount deducted for leave purposes from the unit member's salary shall be the amount one-half the unit member's salary. The five-month period shall begin on the eleventh (11) workday of absence due to illness or injury. When a certificated employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided pursuant to Section 44977, and the employee is not medically able to resume the duties of his or her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the employee is on probationary status, or for a period of 39 months if the employee is on permanent status. When the employee is medically able, during the 24- or 39-month period, the certificated employee shall be returned to employment in a position for which he or she is credentialed and qualified. The 24-month or 39-month period shall commence at the expiration of the five-month period.**
- 3. Unit members who have transferred to the Whittier City School District from another California school district shall have transferred with them the total amount of sick leave to which they are entitled under the California Education Code.**
- 4. Hourly unit members are entitled to sick leave earned at the same ratio as the number of hours worked per week is to thirty-seven and one-half (37 1/2).**

5. Sick leave under "1" above will be accumulated if not used. At the beginning of each school year, the unit member will be credited with accumulated leave plus leave for that school year. If a unit member terminates employment, the amount of sick leave used but not earned will be deducted from the final salary warrant.
6. A unit member absent for illness or injury may be requested to verify the absence by a doctor's verification for an absence of more than five (5) days.
7. Sick leave under "1" of this Article will accumulate while a unit member is on a fully paid leave.
8. Absences shall be reported to the principal as far in advance as possible. Emergency absences may be reported to the District answering service at any time, but must be reported by 7:00 a.m. When unit members are ready to return to duty, they shall report to the principal of their school the preceding day, by 3:00 p.m. if possible, or, in any event, not later than 7:00 a.m. of the day they are returning.

B. Personal Necessity Leave

As provided by law, a maximum of seven days of leave which is credited under A.1 of this Article may be used, at the unit member's election, for purposes of personal necessity during one school year. Under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, or for matters which can be taken care of outside the work hours, or for recreational activities. For purposes of this provision, personal necessity shall be limited to:

1. Death or serious illness of a member of the unit member's immediate family as defined under Bereavement Leave sections; (see Article X Section D)
2. An accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family;
3. Or, other personal necessities which: (1) are serious in nature; (2) involve circumstances the unit member cannot reasonably be expected

to disregard; (3) require the attention of the unit member during the assigned hours of service;

4. Seven of the Personal Necessity Leave days shall be granted to a male unit member upon the birth of his child; seven of the personal necessity leave days shall be granted to a unit member for the adoption of a child;
5. Four days of personal necessity leave may be used by the unit member at the unit member's discretion for reasons not necessarily listed in Items 1, 2, 3, and 4 in Section B of Article X. These four days may not be used to extend the winter, spring, or summer vacation periods. Not more than two consecutive workdays may be used at any one time. The unit member shall not be required to explain the need for the day off. The unit member shall provide at least one-day notice, if possible. No more than eight percent (8%) of the unit members may utilize this leave on any one day.

Before the utilization of personal leave a unit member shall obtain advance permission from the appropriate management person, except for cases outlined in Items 1, 2, 3, and 4 in Section B of Article X. Should the circumstances outlined in Items 1, 2, 3, and 4 arise, the unit member shall make every effort to comply with District procedures to report their absence in accordance with Section A.8 and enable the District to secure a substitute. Under all circumstances the unit member shall complete the appropriate District form verifying the absence. This form shall be used in every school.

C. Industrial Accident and Illness Leave

In addition to the provisions of Education Code Section 44984 or its successor, a unit member shall be provided leave-of-absence for industrial accident or illness under the following rules and regulations:

1. The accident or illness must have arisen out of and in the course of the employment of the unit member and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Insurance Fund.

2. Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability, but not to exceed sixty (60) working days, and shall not be charged against their sick leave.
3. Allowable leave shall not be accumulated from year to year.
4. The leave under these rules and regulations shall commence on the first day of absence.
5. When a unit member is absent from duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which 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.
6. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
7. 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.
8. During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District in turn shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.
9. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided for sick leave and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary

disability indemnity will result in payment to him/her of not more than his/her full salary.

D. Bereavement Leave

1. A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if out-of-state travel is required, without loss of salary on account of the death of any member of his/her immediate family.
2. For purposes of this provision, an immediate family member shall be limited to mother, mother-in-law, father, father-in-law, uncle, aunt, stepfather, stepmother, grandmother, grandfather, grandchild of unit member or of the spouse of the unit member, spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepbrother, stepsister, ex-in-law, or any relative living in the immediate household of the unit member.

E. Leave for Pregnancy Disability

1. Unit members are entitled to use sick leave as set forth in Section A for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefore on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician. However, the District may verify the extent of disability through contact with the unit member's physician.
2. Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave has been exhausted. The date on which the unit member shall resume duties shall be determined by the unit member on leave and the unit member's physician. However, the

District may verify the extent of disability through contact with the unit member's physician.

3. Any unit member on leave under this section who suffers a miscarriage or death of a child subsequent to childbirth shall, upon request, be returned to her regular assignment within five (5) work days of her written request.

F. Leave Without Pay for Child-Bearing Preparation and Child Rearing

1. Leave without pay or other benefits may be granted to a unit member for preparation for child bearing and for child rearing.
2. The unit member shall request such leave as soon as practicable, but under no circumstance less than thirty (30) working days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.
3. The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.

G. Jury Duty Leave

1. Except for the reasons set out below, a unit member shall be granted a maximum of (10) days leave of absence with pay when called to serve jury duty.
2. Upon receipt of the official jury summons, the unit member shall submit to the District on the next working day a copy of the document as official notification.
3. The unit member, after serving jury duty, shall remit to the District her/his jury duty stipend/payment less travel expenses (mileage).
4. It is the responsibility of the unit member to report to work whenever she/he is not required to report for jury duty service. Unit members who are released from jury duty with sufficient time, shall return to their work

sites and report to their supervisor(s) to be assigned duties for the remainder of the day.

5. Jury duty leave will not be granted with pay more than once in each school year and not more than one unit member from the same site will be granted leave with pay at the same time. The District reserves the right to request a unit member to seek an exemption from jury duty service when the unit member's absence will create a hardship on the District because an appropriate substitute cannot be employed.
6. The District shall assist a unit member with any request made to the court regarding jury duty obligations.
7. Unit members are encouraged to postpone jury duty until summer break. In order to qualify for a stipend of \$500, the unit member must submit proof of postponement documentation and jury service to Human Resources. It is understood that this member would not be performing summer school duty during this jury duty time.

H. Leave For Judicial and Official Appearances

1. A unit member shall be granted a maximum of ten (10) days leave of absence, with pay, when subpoenaed to appear as a witness in court or to respond to an official order from another governmental jurisdiction.
2. Upon receipt of the subpoena, the unit member shall submit to the District on the next working day a copy of the subpoena, as official notification.
3. The unit member, after his or her appearance, shall remit to the District his/her witness fees, less travel expenses (mileage).
4. It is the responsibility of the unit member to report to work whenever she/he is not required to appear as a witness. Unit members who are released by the court, governmental agency or a litigant with sufficient time, shall return to their work sites and report to their supervisor(s) to be assigned duties for the remainder of the day.

5. If the unit member is asked by the District to appear as a witness in any official proceeding, through subpoena or otherwise, the unit member shall not suffer any loss of compensation or benefits.

I. Other Leaves Without Pay

A unit member may be granted personal leave without compensation for a period of one school year. The application for and granting of such leave of absence shall be in writing, but the unit member need not specify the reason for the leave. All leaves without pay are subject to board approval. The unit member will acknowledge that leaves of absence without pay will affect their status in regard to the State Teachers Retirement System contribution for the year.

J. Reinstatement After Leave of Absence

Any unit member on paid leave of one year or less will return to the same position he/she had prior to taking leave. Any unit member on an unpaid leave for more than one (1) year shall not be entitled to return to the same position. However, reasonable effort will be made to return teachers to the same position.

1. Any unit member transferred to fill another unit member's position while on leave shall be considered a temporary transfer, except as stated in Article X, Section I above.

K. Sabbatical Leave

Sabbatical leaves may be granted by the District as follows:

1. Service Prior to Sabbatical Leave. Unit members are eligible to apply for sabbatical leave after the close of the seventh school year of service.

2. Time of Application

All requests for sabbatical leave-of-absence shall be submitted to the Superintendent by March 1 prior to the school year for which the leave is requested. All such requests shall be reviewed and approved by the Salary Schedule/Sabbatical Committee before submission by the Superintendent to the Board for consideration. (See Article XIV, C.13 for the composition of this committee.)

- a. The Superintendent shall send all requests for sabbatical leave to the Salary Schedule/Sabbatical Committee for review and approval. Said review and approval shall be completed during the month of March and returned to the Superintendent with the committee's recommendations by March 31.
- b. The Superintendent shall present all requests for sabbatical leave to the Board of Education at its first meeting in April.
- c. Applicants for sabbatical leave shall be notified of Board action on their requests by April 30.

3. Length of Leave

Sabbatical leave shall not be granted for less than one full semester or for more than two full consecutive semesters.

4. Sabbatical Leave Requested for Study

The application shall be presented for the approval of the Superintendent and shall include:

- a. A program of courses qualifying the applicant for a higher credential in his/her profession; or
- b. A program of recognized courses relating to the present or prospective service of the applicant in his/her profession; or
- c. A program of independent study, research, and/or experience relating to the present or prospective service of the applicant in his/her profession which provides professional value, the equivalent of recognized formal courses;
- d. A statement of the manner in which the proposed study will result in benefit to the school and/or pupils. The amount of study in earning four semester units, or an amount which is equivalent thereto, shall constitute the minimum required per semester during any sabbatical leave which is taken for study. The name and location of the institution or establishment in which study is to be pursued or experience gained must be indicated by the applicant. Study must be done during the time that school is

actually in session. Summer study does not fulfill sabbatical leave requirements.

5. **Sabbatical Leave Requested for Travel**

The applicant shall present for the approval of the Superintendent an itinerary showing the countries to be visited. Travel must be done during the time that school is actually in session. Summer travel does not fulfill sabbatical leave requirements.

6. **Report Required**

Each unit member who has been granted sabbatical leave shall file, within twenty (20) days after the return of said unit member to active duty in his/her regular position, a written report specifying any institutions attended, courses of study pursued, or itinerary of travel.

7. **Return to Same Assignment after Sabbatical Leave**

At the expiration of a sabbatical leave, the unit member who has been granted such leave shall be reinstated in the same or a similar assignment.

8. **Rate of Compensation**

The applicant who has been granted sabbatical leave and who has complied with the provisions under which such leave was granted shall receive compensation equal to one-half his/her regular salary plus all District-paid fringe benefits while on sabbatical leave.

9. **Payment of Compensation**

Unit members shall receive salary for sabbatical leave in same manner as unit members absent because of illness are paid, except that a unit member absent on sabbatical leave shall sign an agreement with the Board to return to the service of the District for a period which is equal to twice the period of such leave.

10. **Accident or Illness**

Interruption of the program of study or travel caused by serious illness or accident during sabbatical leave shall not cause the unit member to be penalized in regard to the fulfillment of the conditions regarding

study or travel on which such leave was granted, nor affect the amount of compensation to be paid such unit member under the terms of such sabbatical leave.

11. It shall be the responsibility of the unit member upon returning from a sabbatical leave of absence granted by the Board, to render a period of service in the employment of the District, which is equal to twice the period of such leave. If, upon returning, the unit member renders service for less than the period required, the amount of compensation for the period of absence shall be reduced by an amount which bears the same proportion to the total amount of such compensation or service which was not rendered bears to the service required to be rendered.
12. Leaves of absence for the purpose of travel, foreign teaching, study, or because of health shall be granted only to permanent unit members.
13. Not more than one sabbatical leave-of-absence shall be granted to a unit member within each seven-year period.
14. Not more than four (4) unit members may be granted a sabbatical leave for any one school year. In the event applications in excess of four are received, granting of such leaves shall be made on the basis of the relative merits of the purposes of the requests, the possible benefits the District will derive from such leaves, and the unit member's years of service in the District.
15. Acceptance of regular employment as a unit member during the period of sabbatical leave will violate the provision of sabbatical leave contract; however, other types of employment may be accepted upon approval of the Board.

L. Family Care and Medical Leave

1. Eligibility

Any full-time unit member who has served the District for one school year during the previous twelve (12) months shall be eligible to take

unpaid family care or medical leave under the provisions of State and federal law and this section.

2. Reasons for Leave

Family care and medical leave may be used for the following reasons:

- a. Because of the birth of the employee's child, and in order to care for the child.
- b. Because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child.
- c. To care for the employee's child, parent or spouse with a serious health condition.
- d. Because of the employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

3. Duration of Leave

- a. Family care and medical leave shall not exceed 12 workweeks during any 12-month period. The 12-month period in which the 12 weeks of leave entitlement occurs shall commence on the date the employee's first family care or medical leave begins. The 12 weeks of family care and medical leave to which an employee is entitled under State law shall run concurrently with the 12 weeks of family care and medical leave to which an employee is entitled under federal law, except for any leave taken under federal law for disability on account of pregnancy, childbirth, or related medical conditions.
- b. Medical leave under this regulation may be taken intermittently or on a reduced leave schedule when medically necessary. The employee may be required to take the leave for periods of a particular duration (not to exceed the duration of the planned medical treatment) or, if permitted by law, to transfer temporarily to a different job that has the equivalent pay and benefits but could better accommodate recurring periods of leave.

- c. Leave taken for a birth, or placement for adoption or foster care, must be initiated within one year of the birth or placement.

4. Terms of Leave

- a. During the period of family care or medical leave, the employee may use his/her accrued vacation leave, other accrued time off, or any other paid or unpaid time off negotiated with the District.
- b. If an employee takes a leave because of the employee's own serious health condition, the employee may substitute accrued sick leave during the period of the leave taken pursuant to this section.
- c. Except as provided for in Section B, Article X (personal necessity), an employee may not use sick leave during a leave taken in connection with the adoption or foster care of a child or care for a child, parent or spouse due to a serious health condition.

5. Maintenance of Benefits

- a. During the period of family care or medical leave, the employee shall continue to be entitled to participate in the District's health plan and the District shall continue to pay the health care premium for the employee on the same terms as if the employee had continued to work during the period of the leave. However, after 12 weeks of family care or medical leave in any 12-month period, the employee may be required to pay the health care premium for the remainder of the leave.
- b. The District may recover the premium that the District paid as required by State and federal law for maintaining coverage for the employee under the group health plan if both of the following conditions occur:
 - 1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired.

2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under State or federal law or other circumstances beyond the control of the employee.

6. **Reinstatement/Non-Discrimination**

Upon granting an employee's request for family care or medical leave, the District shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. Leave taken under this section shall not constitute a break in service and the unit member shall continue to accrue all benefits during this period.

7. **Notification**

- a. Leave under this provision shall commence on the date indicated by the employee in the leave notice provided to the immediate supervisor. This notice shall specify: that the leave is taken pursuant to this provision; the date that the leave commences; the anticipated pattern of leave use if the employee will not be absent continuously; and the anticipated date of return to continuous active service or best estimate thereof.
- b. If an employee on leave pursuant to this provision determines to resign or retire without returning to continuous active service, the employee shall provide written notice of such determination to the District, designating the last day of employment. Leave under this provision shall terminate without further notice to the District on the next work day following the day designated by the employee as the last day of employment.

ARTICLE XI: SHARED TEACHING

- A. Definition - Job sharing is a plan whereby two (2) unit members represented by the bargaining unit would share voluntarily the teaching responsibilities of one full-time position.**
- B. Requirements - The unit member shall sign a one-year job sharing agreement in conformance with this Article. If the job sharing partner were not able to continue the program, the unit member agrees to return to full-time status. Job sharing plans may vary from school to school, but the opportunity for shared teaching should be equally available at all school sites. The exact percentage of student contact time the unit member will work will be agreed upon by the unit member involved and the principal, with no unit member working less than forty percent (40%) of the time. Both unit members shall put in the needed cooperative planning time to maintain consistency in curriculum and discipline. In addition, each team shall make arrangements to cover their adjunct duty responsibilities.**
- C. Compensation**
- 1. Any reduction in unit member status from full-time will result in a proportionate reduction in unit member salary, benefits, STRS, and movement on salary schedule. Service rendered under the shared teaching portion of this Article shall accumulate towards credit for one (1) year service and movement on the salary schedule. That is, if a unit member serves fifty percent (50%) in one (1) school year and then serves fifty percent (50%) the second year, the unit member will make one (1) step advancement on the salary schedule at the beginning of the third school year.**
 - 2. The total fringe benefit cost of the District, when two (2) unit members are employed in a shared teaching assignment, shall not be greater than if no job sharing existed. The unit members shall be entitled to receive prorated District fringe benefit coverage contributions in the same ratio as their individual service bears to their individual full-time employment and may purchase remaining insurance at District group rate.**

3. Should either employee waive the insurance coverage, the other employee will be eligible for full family coverage.

D. Request Procedures

1. Request must be initiated by the unit member to enter into shared teaching.
2. Job-sharing unit members will submit a work plan that meets with the approval of the building principal no later than April 1 of the preceding year. This plan shall be submitted to the Assistant Superintendent of Human Resources.
3. Applications are subject to final approval by the Superintendent and the Board of Education.

E. Conformance of Contract

The plan submitted by the unit members will be in conformance with all articles and provisions of this contract.

ARTICLE XII – FULL-DAY KINDERGARTEN

A Full Day Kindergarten Program will be at schools based on space, facilities, and enrollment. Implementation will be gradual, with students attending the traditional a.m. 200-minute program beginning on the first day of school. On the first day of the fourth week of school the Full-Day Kinder classrooms will maintain the same start and dismissal times as the other primary classrooms.

A. Teacher Participation

Current Kindergarten teachers will remain in their present positions, if available at their sites. Should a change to Full Day Kindergarten occur at the site, current Kindergarten teachers have first rights to the assignments. Should the Kindergarten teacher choose not to accept the change of assignment, they will be placed on the Involuntary Transfer list in order of seniority. In the event that an AM/PM class becomes open before school starts, the current AM/PM teacher will have first rights to the assignment.

B. District Responsibilities

The District assumes responsibility for publicizing the Full-day Kindergarten Program to the community and establishing a fair and equitable process of filling classes. Furthermore, the District will ensure that there will be instructional materials, equipment, and furniture commensurate with other District Kindergarten classrooms.

C. Additional Agreements

- 1. Article IX A.3 will be waived for the participant teachers.**
- 2. Full-day Kindergarten teachers will have the same banked-minutes days as other primary teachers.**
- 3. There will be a duty-free lunch for each participant teacher, commensurate with the other teachers at the school site.**
- 4. Recess supervision will be determined at each site in a manner that ensures equitable duty among all primary teachers.**
- 5. Full-day Kindergarten participants will meet to review the curriculum and to revise the Essential Agreements as necessary.**

D. Student Selection Procedures

- 1. Parent request to have student in the program.**
- 2. Site maintains list of potential students, numbering them in order of receipt.**
- 3. Students will be placed at home school. If the home school program is full, a list of openings will be given to parents.**
- 4. A.M./P.M. may be available at various sites based on student need.**

ARTICLE XIII – OPTION 2

- A. **Assignment**: The full-time teachers shall have the right to participate in the selection of the Option 2 teacher prior to the assignment. The exception to this would be in the event of contracted unit members who are involuntarily reassigned or transferred. The Option 2 teacher functions as a fully credentialed teacher at the 50% contract rate.
- B. **Teachers**: The Option 2 teachers will work 3.75 hours per day, receive ½ salary, the full amounts of the annual health, dental, vision, life insurance premium benefits for unit member only, and 10 half days for sick leave.
- C. **Classrooms**: Each year, the Option 2 classroom will be determined by first seeking volunteers. Acceptance of an Option 2 class assignment by a permanent status teacher on a voluntary reassignment basis will not jeopardize their right to move back to their original non-Option 2 grade level assignment the following year. In order to ensure an understanding of all parties in the grade levels potentially affected by this reassignment, a form will be signed by all parties involved. (Appendix L)
- D. **Planning Time**: Both the full-time teacher and the Option 2 teacher will receive 3 hours per week to collaborate for preparation of lesson plans, assessments, record keeping, and room environment. Both the full-time teacher and the Option 2 teacher will be compensated at the hourly rate from District funds.
- E. **Substitutes**: Option 2 teachers will not be used as substitutes during their contracted day. If the Option 2 teacher is absent, a substitute will be provided. When the Option 2 teacher is absent and no substitute is provided, the full-time teacher will be compensated an additional 50% of their per diem rate from District funds.
- F. **Staff Development**: Option 2 teachers will have the option to attend buy-back days and staff development days. The Option 2 teacher will be compensated at an hourly rate from District funds.
- G. **Duties**: Option 2 teachers will be assigned duties on an equitable basis during their assigned work hours.

- H. **Additional Responsibilities:** Option 2 teachers will attend Back-to-School Night and Open House Night. Option 2 teachers will attend two Parent Conference minimum days in the fall and two Parent Conference minimum days in the spring.
- I. **Class Size:** When the number of students in an Option 2 classroom exceeds 30, the District will meet with WETA to develop a resolution.

ARTICLE XIV: DISTRICT RIGHTS

- A.** It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; transfer personnel; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and contract out work. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and take other personnel action in conformance with law. Nothing contained in this section shall deprive the Association of its right to consult with the District as provided in the Rodda Act.
- B.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, procedures, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- C.** The District retains the right to take necessary action in the case of emergencies provided the action is reasonable in light of the emergency declared.

ARTICLE XV: HEALTH AND WELFARE BENEFITS

I. Health and Welfare Benefit Program:

- A. It is the District's intent to provide funding adequate to pay for unit members' health and welfare benefits, except as limited in this article.**
- B. Unit members choosing PERS CARE will be required to pay the difference in cost over the PERS CHOICE premium.**

- 1. The District agrees to pay for health and welfare benefits for unit members at their level of need:**

- a. 1 party; b. 2 party; c. Family**

For purposes of this section, domestic partners shall be eligible to participate in plan coverage if they meet the definition of a domestic partner and comply with all prerequisites imposed by CALPERS regulations and guidelines.

- 2. Each unit member may choose any carrier offered by PERS.**

- 3. The PERS Plans available include:**

HMO PLANS

Kaiser

Blue Shield

FEE FOR SERVICE PLANS

PERS CHOICE

PERS CARE

- 4. Effective with the November 1, 2002 paychecks, premium co-payments will be collected as listed:**

- a. 1-Party shall have a co-payment of \$10 tenthly.**
- b. 2-Party shall have a co-payment of \$30 tenthly.**
- c. Family shall have a co-payment of \$60 tenthly.**

- 5 Unit members may elect to satisfy their co-payment obligation through an IRC 125 payroll deduction. Unit members may also fully participate in the IRC 125 program, which may include eldercare and/or childcare, as well as other allowable payroll deductions. This program will be administered by American Fidelity and monitored by the Whittier City School District.**

6. The maximum coverage of the dental benefits shall be \$1,500 per year under the following plans:
 - a. The Delta Dental Plan:

Unit members are able to select Delta Dental single, two party or family coverage. A unit member will receive dental coverage on the basis of 70/30 for the first year of usage; 80/20 for the second year of usage; 90/10 for the third year of usage and 100% for the fourth year of usage and for years of usage thereafter.
 - b. Unit members employed prior to November 1, 1997 that had Private Medical Care Incorporated (PMI) family dental coverage are permitted to continue with PMI or switch to Delta Dental. Unit members hired after September 30, 1997 no longer have the option of PMI.
 - c. Election of either the Delta Dental Plan or PMI is made for the entire year.
7. WCSD Vision Service Plan for the unit member and family.
8. Life insurance for the unit member only:
 - a. \$10,000 District-funded life insurance through Hartford Life Insurance Company.
 - b. Full-time certificated personnel may also elect to purchase up to \$20,000 of supplemental life insurance in \$10,000 or \$20,000 increments.
 - c. If a unit member is employed 80% or more, the District shall pay the full amount of the annual health, dental, vision, and life insurance premiums at the unit member's level of need.
 - d. If a unit member is employed on a 50% to 79.9% basis, the District shall pay the full amount of the annual health, dental, vision and life insurance premium of the unit member.

- e. If the unit member is employed on a less than half-time basis (less than 18.75 hours per week but more than 12.5 hours per week) the District shall contribute one-half the full amount of the annual health, dental, vision and life insurance premiums of the unit member.
- f. The district shall continue to contribute its share to the health, dental, vision and life insurance plan premiums until the unit member's sick leave has been exhausted. When the unit member's earned sick leave has been completely used up, the District shall continue to contribute its share to the health, dental, vision and life insurance plans during the time the unit member is drawing half salary (a maximum of five (5) months). Only when the unit member is not entitled to sick leave of any type shall the District discontinue contributing its share of the health, dental, vision and life plan premiums.
- g. PERS Health Plans: Unit members who work a complete school year shall be covered by the applicable PERS health plans effective through the last day of August, and unit members who are employed subsequent to the first day of the school year shall have insurance benefits commence with the next succeeding pay period. Unit members who terminate their employment prior to the close of the school year shall be covered through the last day of the following month in which the termination occurs. Unit members who retire in June receive PERS health benefits through the end of July. If the retiring unit member has been making PERS health plan copayments to the District, 16.67 percent of the annual copayment shall be returned to the unit member at the time of retirement in June.

- h. Dental, Vision, and Life Insurance: Unit members who work a complete school year shall be covered by the applicable benefit plans effective through the last day of September, and unit members who are employed subsequent to the first day of the school year shall have insurance benefits commence with the next succeeding pay period. Unit members who terminate their employment prior to the close of the school year shall be covered through the last day of the month in which the termination occurs.**
- i. Those unit members who go on an authorized unpaid leave of absence shall continue to receive District-paid medical, dental, vision and life insurance coverage until the end of the next month. Thereafter, they may opt for the Family Medical Leave Act provisions or continue coverage at their own expense by payment of the premiums in a manner reasonably required by the District.**
- j. The District agrees to maintain current benefits and services. If a change in carrier or coverage is contemplated, the District and Association will return to the negotiating table.**
- k. Early retirees (64 years of age or less) - refer to Article XXI, A.5 of this contract.**

ARTICLE XVI: SALARIES

A. Introductory Statement: The District and the Association have expressed a mutual interest in maintaining the Whittier City Teachers' Salary Schedule at a competitive level. There is also a mutual interest to attract qualified, fully credentialed teachers. In addition, both parties have expressed an interest to continue working together in a collaborative manner in salary negotiations. It is believed that this can be achieved through the use of mutually agreed upon objective criteria. In keeping with these interests, the District and the Association have targeted as a goal, adjustment of the salary schedule so it will rank 13 in the district comparison pool by the 2002-2003 contract year. The parties recognize that any procedure used to establish a fair and equitable salary schedule must also include consideration of the District's financial ability to fund that schedule. With these considerations in mind, the District and the Association agree to the following:

- 1. Comparable Districts:** The comparable districts for salary schedule purposes, shall be the 36 districts in the agreed upon comparison pool (See Appendix I)
- 2. Benchmarks for Comparisons:** Salary schedules of the 36 comparison school districts, as of June 30, shall be collected for the purpose of comparing two benchmarks on the salary schedules: BA + 30 at Step 6 and BA + 60 at Step 11. The comparison districts shall be ranked in order from the highest paying to the lowest for each benchmark.
- 3. Cost of Living Adjustment:** For the 2000-2001, 2001-2002, and 2002-2003 contract years, the certificated salary schedule shall be increased by the same percentage increase to the base revenue limit (COLA) for public schools defined by the State Budget Act for that fiscal year and shall be implemented as of the first pay period of the new school year.
- 4. For the purposes of the 2000-2001 year of this agreement, an adjustment to the schedule shall be based on a comparison of the District's two benchmarks compared to the median. The percentage**

difference between the District's benchmark at Step 6, BA + 30, and the median shall be calculated. The same process will be used to calculate the difference at Step 11, BA + 60. An average will be taken of the percentage difference (plus or minus) between the two benchmark calculations, described in the paragraph immediately above. This percentage shall then be used to adjust the salary schedule and shall be known as a Prior Year Adjustment (PYA). For the 2001-2002 year of this agreement, a Prior Year Adjustment shall be calculated and implemented using the same process described above except that instead of using the median, the district that is ranked three above the median (rank position 16) will be used. For the 2002-2003 year of this agreement, a Prior Year Adjustment shall be calculated and implemented using the same process described above except that instead of the district ranked at position 16, the district that is ranked six above the median (rank position 13) will be used.

5. **Prior Year Adjustment Implementation and District Financial Protection:** The Association recognizes that funding sources and expenditures are controlled at the State level. The Association also acknowledges that it is within the Governing Board's prerogative to determine the nature and scope of the educational program to be offered to the students of the District. The Prior Year Adjustment described in Section 4 shall be implemented with the first pay period of the school year. If, however, the District determines that funds are insufficient to pay that increase for the full school year and maintain a prudent reserve, the Association agrees that the increase may be suspended as required to protect the District's financial viability. If the district suspends implementation of the increase, the parties shall meet on or before January 15 of that school year for the purpose of reviewing the District's budget to determine if the period of the suspension can be reduced or eliminated. The District agrees that any suspension of the Prior Year Adjustment increase will terminate prior to the end of the school year at which time

the teachers' salary schedule shall be reinstated with the Prior Year Adjustment fully included and become the base for the following year's computation. The Association agrees that should the District exercise the authority to implement a suspension of the Prior Year Adjustment increase after the parties had met to negotiate under this Section, said decision is not subject to dispute resolution procedures set forth in Government code Section 3548, e.g. Seq. Or 3543.5 nor Article V of the bargaining agreement.

C. **STIPENDS** - Employees identified below will receive a \$2,000 stipend if the employee's assignment requires a credential or certificate:

1. **Special education: RSP, SDC, DIS & SH**
2. **Bilingual: Certificate or credential**

a. Unit members receiving a bilingual stipend will select from the responsibilities listed below, which have been identified to be "above and beyond" the unit member's regular duties as recorded on the form. The bilingual teachers receiving stipends will complete the Bilingual Stipend Reporting Form.

1. **Translations/Interpretations (oral and/or written) for**
 - a. **Office personnel**
 - b. **Principal**
 - c. **Other teachers**
 - d. **Student study teams (S.S.T.s)**
 - e. **School Site Council**
 - f. **Bilingual Advisory Committees in-services**
 - g. **Parent conferences**
 - h. **PTA/PFO**
 - i. **Materials**
 - j. **Other**

- 2. **Student Assessment:**
 - a. **Administer and score language assessment tests**
 - b. **Attend inservice training provided by the District**
- 3. **Home visitations**
- 3. **A stipend in the amount of \$500 will be provided annually to unit members for successful completion of the National Board Certification. In addition, the District agrees to pay \$500 to a unit member who provides documentation that they have registered for the initial assessment of the National Board Certification.**

D. Salary Schedule Placement Regulations

- 1. **Unit members shall be assigned to a salary classification according to training and experience and shall be paid accordingly. Any “A” Column on the Teachers Salary Schedule requires a full credential. The columns of the Teachers Schedule shall be as follows:**

- Column I - Bachelors Degree and Credential**
- Column II - Bachelors Degree and Credential including 15 approved semester units beyond the Bachelors Degree.**
- Column III - Bachelors Degree and Credential including thirty approved semester units beyond the Bachelors Degree.**
- Column IV - Bachelors Degree and Credential including forty-five approved semester units beyond the Bachelors Degree.**
- Column V - Bachelors Degree and Credential including sixty approved semester units beyond the Bachelors Degree or Masters Degree plus 24 approved semester units beyond the Masters Degree.**

Definition of semester hours: Approved semester hours are any courses applicable to any California credential and applicable to salary placement under the terms of these regulations.

- 2. The position on the salary schedule for each unit member shall be determined and maintained according to training and experience. At employment date, each unit member is required to submit to Human Resources a complete transcript of all college credits.**
- 3. A unit member who serves less than a full school year shall receive as salary only an amount that bears the same ratio to the established annual salary for the position as the number of workdays he/she serves bears to the total number of work days the unit member is required by the governing board to be present at school. A unit member who serves a complete semester shall receive not less than one-half of the established annual salary for the position he/she holds.**
- 4. A unit member who serves less than a full school year and whose pay must be adjusted due to a non-compensable leave of absence or resignation shall on the pay day following his/her separation receive a final settlement computed in accordance with the following: The amount of settlement equals the daily rate, times the number of days worked, minus any overpayment of salary, sick leave or stipend.**
- 5. For new unit members: Credit allowed for previous experience will be the actual experience. Permanent unit members returning within thirty-nine (39) months following their resignation shall advance to the salary step determined by their training and experience. For permanent unit members returning after this time the salary shall be determined as it is for new unit members.**
- 6. Unit members with a Bachelors Degree and an emergency permit with no regular credential shall be placed on Salary Classification I and shall not advance beyond the fifth step on the schedule. Unit members with fifteen semester units after a Bachelors Degree and an emergency permit with no regular credential shall be placed on Salary**

Classification II and shall not advance beyond the seventh step on the schedule. Credit allowed for previous experience will be one (1) year's credit for each two (2) years of actual teaching experience. No unit member with an emergency credential shall be granted credit for more than two (2) years of experience.

- 7. Credit for military service will be reserved for an annual decision by the Board of Education.**
- 8. Before advancing to the next step on the schedule, a unit member must have worked a minimum of three-fourths of the school year. Time in paid status while on industrial accident and illness leave (Article X, Section C) will be considered time worked.**
- 9. To qualify for advancement to a higher salary classification on the basis of work to be completed during the summer prior to the school year for which contract is written, a statement of intent to complete requirements for higher classification must be filed in Human Resources by June 1. Verification of the completion of work must be on file prior to October 1. To qualify for advancement to a higher salary classification mid-year on the basis of work to be completed during the fall semester, a statement of intent to complete requirements for higher classification may also be filed in Human Resources by October 1. Transcripts or report cards verifying the completion of work must be filed prior to February 1.**
- 10. Teachers who have completed all requirements for a credential, preliminary or clear, and have submitted an appropriate form (C-19 letter) and grade records indicating they have met the requirements prior to February 1, are eligible for the incentive money (AB 1117; Credentialed Beginning Teacher Salary Incentive Program) for that school year. Credentialed teachers employed after October 30 or teachers who have obtained their preliminary credential or clear credential before February 1, will receive one-half the amount of the incentive. The calculation of the incentive money will be done after**

February 1 and teachers will receive the incentive money by April or as soon thereafter as possible.

11. The annual salary for a unit member who teaches less than a regular school day, except hourly unit members, shall be determined by multiplying the fractional part of the school day during which he/she is assigned to teach times his/her classification and step status on the Teacher Salary Schedule, Appendix P. The fractional part of the school day shall be determined by dividing the number of minutes assigned to teach by the number of minutes taught by full-time unit members at the specific grade level.
12. To qualify for advancement to a higher salary classification, all courses must be approved by the building principal prior to enrolling in the class in accordance with the provision of Section 14 below.
13. The Salary Schedule/Sabbatical Committee shall be a joint committee of the Board of Education and the Whittier Elementary Teachers Association and shall be composed of one classroom teacher from each school, two principals, and the Director of Instructional Services, who shall serve as an ex-officio member and co-chairman. The unit members shall be selected by the faculties of the school. They shall serve on the committee for a three-year term. At its annual organizational meeting in the fall, the committee members shall select from among the unit members a co-chairperson who will serve for the current school year. The main function of the committee shall be to hear appeals by unit members when there is a disagreement on classes to be credited for salary advancement.
14. Courses taken for placement on the salary schedule from accredited colleges or universities will be approved subject to the following regulations and other provisions set forth in this Agreement:
 - a. A course will be approved if it is completed pursuant to a course of study for qualification for a credential authorizing service for a position within the District.

- b. Courses will be approved if completed pursuant to a course of study for a higher degree which is relevant toward rendering services in the District.
 - c. Courses will be approved if they relate to the current assignment of the unit member. Disputes between the principal and the teacher may be submitted to the Salary Schedule/Sabbatical Committee which will rule on the matter. The Committee's recommendation may be overruled by the District, but the unit member will then have the right to grieve the matter.
 - d. Courses will be approved if they are related to an anticipated assignment within the District. Anticipated assignments as provided herein will be defined with the approval of the principal, and subject to final approval by the Superintendent or his/her designee.
 - e. The District will not deny credit for courses which it has approved prior to the unit member beginning the course.
15. School Psychologists shall be employed 188 days and shall be paid in accordance with the salary schedule attached as Appendix P.
16. Middle School Counselors shall be employed for 189 days and placed on the appropriate step of the Counselor's Schedule (See Appendix P).
17. Teaching Vice-Principals shall be employed on a ten (10) calendar month basis and shall be paid 1.04 times their classification and step status on the Teachers Salary Schedule, Appendix P, and work the same length of year as a regular teacher.
18. **Voluntary Payroll Deductions.** The Board, when drawing an order for the salary payment due to unit members, shall reduce the order by the amount which has been requested in a revocable written authorization by the unit member to deduct for any or all of the following purposes:
- a. Premiums on policy for income protection insurance approved by the Board.
 - b. Contributions to United Way, Inc.

- c. The Credit Union of Southern California payroll withholding deductions.
 - d. Tax sheltered annuities.
 - e. IRC 125 health benefit deduction.
19. Time of Payment of Unit Members. Each salary payment for any calendar month shall be paid to unit members not earlier than the day following the last working day of the month, and not later than the third day of succeeding calendar months.
20. Upon termination of employment or at the close of a school year, the final warrant will be withheld from a unit member subject to the unit member's completing all legally required duties.
21. Unit members shall be granted units for salary credit purposes if the Board approves such credit for attendance at inservice programs provided by the District designed to prepare unit members to understand and effectively relate to the history, culture, and current problems of students of diverse ethnic backgrounds and their environment. Information regarding inservice programs shall contain a statement on whether salary credit is provided or is not provided. Credit for attendance at such inservice meetings shall be granted as follows: A minimum of eight (8) two-hour sessions or fifteen (15) one-hour sessions = one (1) semester unit; a minimum of fifteen (15) two-hour sessions = two (2) semester units.
22. Wherever the above matters are contained in both Board Policy and this Agreement, this Agreement shall preempt Board Policy.
23. The District shall make available classes mandated by the State for teachers on waiver through available District personnel and/or county personnel. Teachers will be allowed unit credit on the salary schedule for units earned in the District and county sponsored bilingual classes. Teachers can apply for up to ten (10) units for salary credit based on the following:
- a. Successful completion of the culture examination - one (1) unit.

- b. **Successful completion of the methodology examination - one (1) unit.**
 - c. **Language requirement - one (1) unit per year up to a maximum of six (6) units.**
 - d. **Successful completion of language examination - two (2) units.**
- 24. Each unit member who is eligible for mileage reimbursement as part of his/her regular duties, shall be given the choice of accepting the mileage rate or a flat rate per month. The mileage rate offered shall be the current Internal Revenue Service rate and the reimbursements shall be set forth in this section of the contract. The current mileage rate is .375 per mile. (Only if the mileage rate is adjusted will the flat rate be adjusted. The flat rate will be adjusted by the same percentage as the mileage rate.) Unit members accepting the flat rate mileage reimbursement will not be required to do any recordkeeping for the District. The unit members affected must make their choice known to the District by September 15. They may not change their option until the following September. Once a choice has been made it shall not be necessary to notify the District of the option choice unless the member wishes to change the choice selection.**
- 1. The monthly flat rate payment shall be as follows: Psychologists,
Program Specialist and District Nurse \$59.03 (03-04)**
- 25. See Appendix P for Certificated Hourly Rate Schedule.**

ARTICLE XVII: CLASS SIZE

- A. The District shall maintain the following staffing ratios for the allocation of classroom teaching positions to a school. K-5 and K-6 - 1:30.5 (one classroom teacher for each 30 regular program students) 20:1 classes shall be excluded from the staffing ratios. 6-8 - 1:26.5 (no 6/7 formula) excluding Andrews. Middle school counselors, categorically funded unit members in support programs, special education teachers, certificated non-unit employees, and classified personnel shall not be utilized in the above computation or application of the staffing ratios listed above.**

Note. The above ratios are not to be interpreted as being class size. They are an allocation ratio of classroom teachers to a school.

- B. If the application of the above ratios result in a fraction of .5 or more, then an additional teacher shall be assigned.**
- C. The District shall utilize its initial enrollment projections for the application of these ratios for the opening of school for all grades (K-8). At the end of the first school month (fourth week of school) the District shall utilize the above staffing ratios to finalize staffing for the school year. The District shall again utilize the above staffing ratios with the seventh and eighth grades one week after the semester break.**
- D. The District will continue to monitor K-5 and K-6 site ratios throughout the year with the intent to maintain ratio listed in A above.**

ARTICLE XVIII: COMPLETION OF MEET AND NEGOTIATION

Except as provided for below, during the term of this Agreement, the Association and the District expressly waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or Association at the time they met and negotiated on and executed this Agreement, and even though such subject or matters were proposed and later withdrawn. This shall in no way deprive the parties of their right to consult as contained in the Rodda Act.

The District and Association agree that the contract will be reopened for negotiation for the following reasons or causes:

- 1. To implement a school calendar.**
- 2. If the District wishes to implement a program that would change terms and conditions of employment.**
- 3. Should new legislation require negotiations prior to implementation of a program and/or service.**

Except for the reasons expressly stated above, both parties are relieved of any further obligations to negotiate.

ARTICLE XIX: NO STRIKE/LOCKOUT

The Association shall not strike and the District shall not lockout during the term of this Agreement, except that, if agreement is not reached on the reopeners specified in ARTICLE XXVII: TERM, by June 30, then the Article is suspended until such time as an agreement on the reopeners is reached and ratified by the parties. Nothing contained in this Article shall deprive the parties of any rights they may possess after the expiration or suspension of this Article nor shall prevent the District from making layoffs consistent with applicable law during the term of the Agreement.

ARTICLE XX – PEER ASSISTANCE AND REVIEW PROGRAM

The State of California has eliminated the PAR Program from funding. As a result, Article XVIII of the WCSD/WETA Contract shall be suspended unless the State reactivates this program, at such time, the District and WETA will meet to renegotiate.

A. Definition of Terms

- 1. A participating Teacher (PT) is a Referred Participating Teacher (RPT) or a Voluntary Participating Classroom Teacher (VPT) with permanent status who receives assistance to improve his or her instructional skills and/or knowledge of subject.**
- 2. A Referred Participating Teacher (RPT) is a classroom teacher with permanent status referred into the PAR program through the evaluation process due to an unsatisfactory evaluation in subject matter knowledge and/or instructional strategies.**
- 3. A Voluntary Participating Teacher (VPT) is a classroom teacher with permanent status who decides to participate in the PAR program through the process of self-referral.**
- 4. A Consulting Teacher (CT) is a classroom teacher who has taught in a classroom setting for the past three **3** consecutive years and has had a minimum of eight (8) years of classroom teaching in WCSD.**
- 5. A Professional Assistance Leader (PAL) is a classroom teacher who has permanent status and has taught at a school site for at least two years.**
- 6. The Joint Panel (JP) is composed of District administrators and Association members who shall be responsible for selection, training, and assignment of CTs and PALs.**
- 7. A Beginning Teacher (BT) is a teacher on an emergency credential or a credentialed teacher beginning his/her first year of teaching.**

B. Purpose

The Peer Assistance and Review Program allows exemplary teachers to assist identified permanent teachers in the areas of subject matter and instructional strategies. The Program's assistance shall be provided through Professional

Assistance Leaders and Consulting Teachers under the direction and coordination of the Joint Panel. The Program shall not involve the participation in nor the conducting of the annual evaluation of certificated unit members as set forth in the Evaluation Article of this Agreement, except for making available to the evaluator the results of a Participating Teacher's involvement in the Program.

C. Joint Panel (JP)

- 1. The JP shall consist of five (5) members, three (3) of whom shall be certificated classroom teachers who are selected by the Association, and two (2) administrators who shall be selected by the District. The District and the Association shall each select one (1) alternate. The term of the panel members shall be three (3) years in duration. In the initial year, in order to preserve consistency and continuity, one (1) of the District members and two (2) of the Association members shall serve a three (3) year term, and the remaining members shall serve two(2) year terms. The terms of the alternates shall be three (3) years.**
- 2. The role of the alternate shall be to participate in all discussions. Alternates shall vote only in the case of an absence of a respective Joint Panel member.**
- 3. The JP shall establish its own meeting schedule and shall schedule meetings at least once quarterly. All members including the alternates shall attend all scheduled meetings. PAR funds shall be used to release panel members and alternates.**
- 4. Three of the five JP members will constitute a quorum for the purposes of meeting and conducting business. The JP will make all decisions through consensus. Failing to reach consensus, decisions will be made by a majority vote (three out of five). Of the three, there shall be representation from both the District and the Association.**
- 5. The JP will be chaired in the first year by an Association member, and in the following year by a member selected by the District. The chair will**

thereafter rotate on an annual basis between Association and District members.

6. The JP shall be responsible for the following:
 - a. Selecting CTs and PALs and establishing an application procedure;
 - b. Reviewing peer review reports prepared by CT's;
 - c. Making recommendations to the Board of Education regarding participants in the program, including forwarding to the Board the names of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement;
 - d. Establishing and distributing annually its own rules and procedures and the process of making recommendations to the Board;
 - e. Providing for appropriate training for CTs and PALs. Topics may include the PAR program, peer coaching, due process, adult learning theory, and duty of fair representation;
 - f. Notifying the CT, PT, Principal, and Assistant Superintendent, Human Resources, of the assignment of the CT to the PT. The Consulting Teacher and/or Participating Teacher shall have the opportunity to petition the Joint Panel for an assignment change.
 - g. Approving forms for the writing of the:
 - 1) final summary report and recommendation from the CT;
 - 2) response from the RPT;
 - 3) final report and recommendation to the Board from the JP;
 - h. Considering CT, RPT, or VPT requests for changes in assignment.
 - i. Determine annual program priorities for PAR Staff Development after seeking input from administrators and the Association.
 - j. Reviewing compensation and equitability of responsibilities for CTs and PALs and making adjustments as deemed appropriate.
 - k. Establishing the yearly timeline for the CT and PAL application process.

7. All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential and kept secure outside of the Participating Teacher's personnel file by the Assistant Superintendent, Human Resources. Therefore, JP members, Consulting Teachers, and Participating Teachers may disclose such information only as necessary to administer this Article or in response to a subpoena or court order. Members of the JP, CTs, and Participating Teachers shall sign a statement pledging to keep all matters relating to the PAR Program confidential.
8. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings without loss of pay or benefits. Unit members of the JP will receive a stipend of \$2500. In addition, they will be paid the regular rate for attending inservice training. Alternates will receive a \$1,500 stipend.
9. Representatives of the JP will meet annually before the end of the school year with the District/WETA Bargaining Team to review the PAR Program, the need for revisions, including compensation rates.
10. Pursuant to Government Code, Section 810, et. Seq., the District shall provide members of the JP protection from liability and access to appropriate defenses. The Association retains the right to select its own attorney to represent itself in such actions, and bear the cost of such attorney legal costs.

D. Consulting Classroom Teacher (CT)

1. Job Description and Qualifications
 - a. A Consulting Teacher (CT) is a classroom teacher who provides assistance to a Participating Teacher (PT) or Beginning Teacher (BT) pursuant to the PAR Program. The qualifications for the CT shall be set forth in the Rules and Procedures, providing that the following shall constitute minimum qualifications and requirements:
 - 1) be a fully credentialed classroom teacher;

- 2) has permanent status;
 - 3) has taught in a classroom setting for the past three (3) consecutive years and has had a minimum of eight (8) years of successful classroom teaching, five of which have been in the WCSD.
 - 4) shall demonstrate exemplary teaching ability, as indicated by, but not limited to, effective communication skills, knowledge of subject matter, and mastery of a range of teaching strategies necessary to meet the needs of students in various contexts; and
 - 5) has ability to work cooperatively and effectively with other teachers and administrators.
- b. PALs and CTs will participate in training and follow-up meetings as determined by the Joint Panel.

2. Application and Selection

- a. The prospective CT shall provide a portfolio illustrating recent professional development, pertinent skills, and practices.
- b. Classroom observation(s) shall be required by members of the JP as part of the application process.
- c. The duration of a designated CT shall not exceed a period of three (3) consecutive years with an annual review by the JP for the purpose of continuing service. A teacher may not serve in the position for more than one (1) consecutive term. In the initial year, the JP may designate one-third of the total number of CTs to serve up to two (2) consecutive years.
- d. A teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher or for two (2) full years after serving as a Consulting Teacher.
- e. All applications and references shall be treated with confidentiality.

agreement, but rather that the RPT has received a copy of the report. The CT shall submit the final summary report to the JP.

- i. The results of the RPT's participation shall be made available for placement in the RPT's personnel file, and may be used for evaluation of the RPT.

4. Duties and Responsibilities in the BT Program

- a. Be a resource to PALs
- b. Provide expertise to BTs
- c. Assist in the District's New Teacher Training Program.

5. Compensation

- a. CTs shall receive a minimum stipend of \$2500.
- b. CTs who are assigned an RPT or PT shall receive additional compensation as determined by the JP.

6. Pursuant to Government Code, Section 810, et. Seq., the District shall provide CTs protection from liability and access to appropriate defenses. The Association retains the right to select its own attorney and to represent itself in such actions, and shall bear the cost of such attorney legal costs.

E. Referred Participating Classroom Teachers (RPT)

1. An RPT is a classroom teacher with permanent status who is required to participate in the PAR Program based on receiving an unsatisfactory in Subject Matter Knowledge and/or Instructional Strategies sections of the WCSD Evaluation.
2. An RPT may make written requests to the JP concerning the assignment of the CT.
3. An RPT has the right to be represented throughout these procedures by an Association Representative.
4. All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. The CT will prepare a final summary report.

5. The RPT shall have the right to submit a written response to the final summary report and recommendation within twenty (20) days from the receipt of this report and have the response attached to the final summary report. The RPT shall also have the right to request a meeting with the JP and to be represented at this meeting by an Association Representative.
6. The recommendation of the JP shall be forwarded to the RPT. The RPT has the right to respond in writing to this recommendation within 20 days prior to being forwarded to the Board of Education.

F. Voluntary Participating Classroom Teachers (VPT)

A Volunteering Participating Teacher (VPT) is a teacher who volunteers to participate in the PAR Program. A VPT may request involvement in the Program by notifying the JP during the first two weeks in January and/or May. The purpose of participation in the Program for the VPT is for peer assistance only. No written records shall be kept, and the CT shall not share with the site administrator or members of the JP the results of the assistance. The VPT has the right to meet with the JP to discuss the assignment of the CT. The VPT may terminate his/her participation in the Program at any time. The number of VPTs shall be determined by the JP based on available funding and the availability of CTs.

G. Beginning Teacher Support (BT) Provided by PALs

1. Job Description and Qualifications

- a. Professional Assistance Leaders (PALs) shall provide support to emergency credentialed teachers and credentialed teachers beginning their first year of teaching who do not have an assigned support provider.
- b. PALs and CTs will participate in training and follow-up meetings as determined by the Joint Panel.
- c. The qualifications for PALs shall be as follows:
 - 1) be a fully credentialed classroom teacher;
 - 2) has permanent status;

- 3) has taught at the school site for at least two years prior to applying for the PAL position;
- 4) has a minimum of 4 years of successful teaching experience;
- 5) shall demonstrate exemplary teaching ability, as indicated by, but not limited to, effective communication skills, knowledge of subject matter, and mastery of a range of teaching strategies necessary to meet the needs of students in various contexts;
- 6) has the ability to work cooperatively and effectively with other teachers and administrators.

2. Application and Selection

- a. The perspective PAL shall provide a portfolio illustrating recent professional development, pertinent skills, and practices.
- b. The duration of a designated PAL shall not exceed a period of three (3) consecutive years with an annual review by the JP for the purpose of continuing service. A PAL may not serve in the position for more than one (1) consecutive term.
- c. There shall be a minimum of one (1) PAL at each school site. If a site has more than 5 eligible teachers, a second PAL will be added.
- d. All applications and references shall be treated with confidentiality.

3. Duties and Responsibilities Peer Assistant Leaders (PALs) will assist new teachers in a variety of areas including some or all of the following:

- a. General school orientation.
- b. School/District forms and procedures.
- c. Long-range planning and lesson planning.
- d. Student assessment including implementation of benchmarks.
- e. Classroom management.
- f. Parent/home communication including parent conferences.

ARTICLE XXI: EARLY RETIREMENT PROGRAM

- A. All unit members are eligible for the Whittier City School District Early Retirement Plan at age 50 or over if they have at least ten (10) years of full-time service in the District.**
- 1. A contract with the individual opting for the early retirement program shall be for a period not to exceed seven years or to age sixty-seven, whichever comes first. The unit member must apply for Medicare when eligible and not continue on the District-paid insurance coverage. The contract period shall not extend beyond the sixty-seventh birthday, except when said birth date occurs within the period from September 1 through June 30.**
 - 2. The retiree, under this contract, shall serve twenty (20) days per year at activities mutually agreed upon by the employee and the School District. For purposes of this Article, whenever a retiree renders service, he or she shall work a seven and one-half (7 1/2) hour day inclusive of a half-hour lunch.**
 - 3. Services to be provided by the retiree under contract will vary with the individual, but may include:**
 - a. Demonstration teaching**
 - b. Working on staff development and inservice programs**
 - c. Assisting with the testing program**
 - d. Compiling test data as it relates to reading and mathematics profiles**
 - e. Orienting and providing aid to new teachers**
 - f. Updating curriculum guides and other learning materials**
 - g. Serving as teacher assistants**
 - h. Observation and evaluation of programs**
 - i. Assisting in parent education programs**
 - j. Other activities mutually agreed upon.**
 - 4. In the event the retiree is unable to serve the required twenty (20) days during any fiscal year of the contract, the compensation for that year**

shall be an amount that bears the same ratio to the established annual early retirement income as the number of days served bears to twenty (20). If a retiree is given an assignment for the day that will take less than 7 1/2 hours, the assignment shall still count as a full day for purposes of satisfying the employee's contractual commitment.

5. Persons opting for this program shall be allowed to maintain the health insurance programs of the District. Early retirees entering this early retirement program shall be eligible to receive fringe benefits during their participation in the program (employee only coverage). Retirees will be allowed to purchase coverage for his/her eligible family members and must remit an amount equal to the annual premium for dependent coverage at the time of enrollment and/or renewal.
6. Letters of application for the Early Retirement Incentive Plan shall be filed with the Superintendent no later than April 1 in order to be considered for the following school year.
7. The annual compensation shall be \$4,000 for the first twenty (20) days of service (\$200 per diem). Early retirees have an option of earning \$1,500 for 7.5 additional days as a preferred substitute teacher (\$200 per diem); total possible compensation is \$5,500.

ARTICLE XXII: SAFETY

A. Safe Working Conditions

- 1. The District acknowledges its obligation to maintain a safe working environment for unit members and for prescribing appropriate safety standards. In so doing, the District shall be cognizant of the provisions of the California Occupational Safety and Health Act and regulations relating thereto.**
- 2. Unit members acknowledge their obligation to comply with District safety standards and to practice safety measures.**
- 3. Unit members shall report, in writing, suspected unsafe conditions. The District shall supply a form for reporting unsafe conditions. Reports of suspected unsafe conditions shall be investigated through the safety committee structure. Unit members shall be advised in writing of what steps, if any, will be taken to correct the reported unsafe condition.**
- 4. Unit members shall be responsible for completing the District's accident reporting form and submitting it to his/her immediate supervisor within 24 hours of an accident.**
- 5. After notifying the proper law enforcement agency of an incident, unit members shall report to their immediate supervisor any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel which occurs at any time or place and is related to any school activity. Reasonable release time shall be provided to unit members who are obligated to prepare any reports required by the District relating to such incidents.**
- 6. No unit member will suffer any retaliation for reporting a condition believed to be a violation of safety practices.**
- 7. The District shall have available at each school site adequate first aid supplies as recommended by the District Disaster Preparedness Committee. This committee shall be composed of nine members. Three of the members shall be selected by the Association and three selected**

by the employee organization representing classified employees. The other three members shall be appointed by management.

8. The District shall supply and maintain adequate means for two-way communication between a teacher and other staff members at the school for emergency situations.
9. In the event of an emergency school or District closure due to natural disaster, quarantine or government order, the parties shall meet to negotiate the scheduling of any make-up days required by law.

B. District-Site Safety Committees

1. A school site safety committee composed of the principal or designee, custodian, teacher representative and classified representative shall be created at each school. A meeting shall be scheduled each month. The committee shall oversee the maintenance of a safe working environment.
2. A District-wide safety committee shall be established composed of a representative from each school site. The District will establish a calendar for meetings and shall schedule at least 8 meetings during the year. The committee shall oversee the maintenance of a safe working environment.
3. No unit member shall be required to perform duties under conditions which pose an immediate threat of serious physical harm to the unit member provided the unit member has reported the condition to his/her site administrator and exhausted reasonable means to correct the condition. In exercising the foregoing right, unit members shall not neglect the responsibility to provide for the safety of students.
4. If made available to school districts, free of charge, by the County of Los Angeles, the District shall vaccinate any unit member who requests the hepatitis B vaccine.

C. Specialized Health Care Procedures

1. No unit member will be required to perform the following specialized health care procedures: catheterizations, crede', diapering, injections,

ileostomies, colostomies, gastrostomies, tracheostomy, suction, oxygen administration, gavage feeding or draining.

2. School sites shall maintain adequate supplies of rubber gloves, mouth-to-mouth breathers and facilities to wash with water and antiseptic soap for unit members who come in contact with bodily fluids.

D. Pupil Transportation

No bargaining unit member shall be asked or directed to transport pupils in private vehicles.

E. School and Personal Property Liability Coverage

The District shall reimburse a unit member up to \$100.00 per item for loss, destruction or damage by arson, burglary or vandalism of personal property at a school in accordance with the terms and conditions set out in the existing Board Policy and administrative regulation. The District will provide a form for unit members to itemize their personal classroom items at the beginning of each school year and as needed throughout the year.

F. Personal Vehicle Damage

While on District business, in the event a unit member's vehicle is damaged as a result of vandalism or accidental damage (e.g. a ball hitting the unit member's car), the District will reimburse the unit member for the insurance deductible payment in an amount not to exceed \$500.00 per incident.

The above is contingent upon all of the following:

1. The unit member secures a police report regarding the vehicular vandalism or a written witness report documenting the accidental damage within 24 hours of the incident;
2. The damaged vehicle was parked at an appropriate location in a legal manner on or near school district property while the unit member was required to be engaged in district business;
3. The unit member provides the Business Office with evidence of the amount of insurance deductible payment actually made by the unit member to his/her insurance company.

- 4. Repair receipts that are limited to a 6 month time frame for completion of the work and a statute of limitation of one year for the actual submission of repair receipts.**
- 5. This provision is not retroactive.**

ARTICLE XXIII: STUDENT DISCIPLINE

- A. Each unit member shall be given a copy of their school site's student discipline procedure for short-term and long-term student suspension and student expulsion at the start of each school year. These procedures shall include a description of the right of a unit member to suspend a student from his/her class.**
- B. A pupil suspended from a class shall not be placed in another unit member's regular class during the period of suspension. If the pupil is assigned to more than one class per day, this section shall apply only to other regular classes scheduled at the same time as the class from which the student was suspended. Nothing herein, however, shall preclude the District from instituting a discipline program that places a suspended student under the supervision of another employee, including a unit member, so long as that unit member is not assigned to teach in a regular classroom during the period the suspended student is placed under the employee's supervision.**
- C. When such information is made known to the District, the District shall notify a unit member of any pupil enrolled in his/her class who has engaged in, or is reasonably suspected to have engaged in, within the last three years, any of the acts subject to suspension or expulsion under the Education Code or Board Policy. The District shall provide the information to the teacher through records the District maintains in its ordinary course of business or receives from a law enforcement agency. Any information received by a unit member pursuant to this section shall be received in confidence for the limited purpose for which it is intended and shall not be disseminated by the teacher except to members of a student study team evaluating the student's status or to other staff on a need-to-know basis.**

ARTICLE XXIV: CLASSROOM RELOCATION

- A. The District will provide three (3) days release time for any teacher having to relocate to another school if the relocation occurs during the school year.**
- B. The District agrees to set up a committee composed of Association representatives and other District staff to devise a plan for moving materials, supplies, and equipment of relocating teachers.**

ARTICLE XXV: ACADEMIC FREEDOM

Appendix G constitutes the present Board Policy on Academic Freedom. Except as provided for in Article V, Grievance, Section G. 8, this policy is not subject to the grievance procedure.

ARTICLE XXVI: SPECIAL EDUCATION

(See also Transfer, Article VI)

A. Work Space

- 1. A meeting space that ensures the confidentiality of IEP meetings, and does not disrupt classes in session shall be provided.**
- 2. Private workspace whenever practicable, shall also be provided for itinerant staff while working directly with students.**
- 3. S.H. classrooms should have bathroom facilities within the classroom. When not available, the classroom should be as close to the restrooms as possible.**

B. Support for Unit Members Providing Services for Full Inclusion Students

- 1. At their written request to their supervisor, members receiving full inclusion students will be provided training prior to the beginning of the school year. If a teacher receives a full inclusion student after the school year has begun, he/she will be offered training through the District Instructional Services Department and/or W.A.C.S.E.P. Participating teachers will be paid the District's appropriate hourly pay rate when the training is held outside their regular workday and work hours.**
- 2. Classroom or school site visitations may be scheduled to provide unit members an opportunity to observe the student's previous program.**
- 3. If available, a trained substitute aide will be provided when the regularly assigned aide is absent.**
- 4. Upon request, a substitute teacher will be provided for the teacher members at the IEP meeting.**
- 5. IEP team members shall be compensated at the District's hourly rate for meetings that extend beyond the contractual workday.**

C. Curriculum

- 1. SH and LH teachers shall be included in all training related to curriculum they are expected to utilize in the classroom.**

- 2. SH and LH teachers shall receive the same or comparable instructional materials as the general education teachers.**
- 3. When the reviewing instructional materials for adoption, SDC-SH and SDC-LH teachers will be included in the adoption process.**
- 4. If instructional materials are not appropriate for the needs of the students, an adoption committee comprised of special education teachers and the program specialist will review/select appropriate materials. Allocations for instructional materials will be equitable among all students.**
- 5. Grade level textbooks and other adopted materials will be provided to the Special Day Class teacher or the General Education teachers (for students who are mainstreamed) for all subject areas.**

D. Caseloads/Class Sizes

Caseloads shall meet the requirements of the California Special Education Programs Composite of Laws, which is the document used for State compliance audits, and/or W.A.C.S.E.P.

ARTICLE XXVII: TERM

The agreement shall begin on July 1, 2009 and expire on June 30, 2012. For this term, 2009-2012 school year, re-openers shall include two re-openers, and salary, and health benefits.