Winton School District
Agreement
Between the District
And
Winton Teachers Association
AGREEMENT

BETWEEN

WINTON SCHOOL DISTRICT

AND

WINTON TEACHERS ASSOCIATION/CTA/NEA

JULY 1, 2020 TO JUNE 30, 2022
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PREAMBLE

This is an Agreement made and entered into this first day of July, 1994 between the Winton School District (hereinafter referred to as "District") and the Winton Teachers Association/CTA/NEA (hereinafter referred to as "Association"). This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
1.0: RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District per its resolution date May 30, 1979.

(See Exhibit A)

2.0: DISTRICT RIGHTS

2.1 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 service 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 of kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgment and discretion in connection therewith, shall be limited only by the statues and terms of this Agreement.

2.3 The District retains the right to amend, modify or rescind policies and practices referred to in this Agreement in the event of an emergency. Such amendments, modifications or rescissions of policies and practices referred to herein are subject to the grievance procedure and shall be reinstated as stated in this Agreement at
the time such emergency no longer exists. The determination of whether or not
the emergency exists is solely within the discretion of the District and excluded
from the grievance procedure.

3.0: GRIEVANCE PROCEDURE

3.1 DEFINITIONS

3.1.1 A "grievance" is a formal written allegation by a grievant(s) that he/she has
been adversely affected by a violation, misinterpretation or misapplication
of this collective bargaining Agreement.

3.1.2 A "grievant" may be an employee, or group of employees of the District
covered by this collective bargaining Agreement. The Association may be
a grievant if the grievance relates to those portions of the Agreement that
concerns Association Rights- Article 11.0, Association Rights or Article
4.0, Payroll Deductions.

3.1.3 A "day" is any day in which unit members are required to render service to
the District.

3.1.4 The "immediate supervisor" is the person having immediate supervisory
jurisdiction over the grievant who has been designated by the District to
adjust grievances.

3.2 PURPOSE

3.2.1 This grievance procedure shall be used to process and resolve grievances
arising under this Agreement.

3.2.1.1 The purposes of this procedure are:

3.2.1.1.1 To equitably resolve grievances informally at the
lowest possible level.

3.2.1.1.2 To provide an orderly procedure for reviewing and
resolving grievances promptly.
3.3 PROCESSING OF A GRIEVANCE

3.3.1 INFORMAL LEVEL

Within fifteen (15) days after the occurrence of the action or omission giving rise to a grievance, the grievant shall attempt to resolve it by informal conference with the grievant's immediate supervisor, either individually or with the Association's designated grievance representative if the employee so desires.

3.3.2 LEVEL I

Failing to resolve the difficulty through informal means, the grievant may within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance register a formal grievance. The grievance shall be in writing, on forms prepared jointly by the District and the Association and given appropriate distribution by the Association so as to facilitate operations of the grievance procedure. Copies of the grievance will be sent to the Association, the grievant's immediate supervisor, and the Superintendent at the time of filing.

The immediate supervisor shall communicate a decision in writing to the grievant with a copy to the Superintendent and the Association within five (5) days after receiving the grievance.

3.3.3 LEVEL II

If not satisfied with the decision at Level I, he/she may appeal the decision to the Superintendent or his designee within five (5) days after receiving the Level I decision. The written appeal shall contain the following:

3.3.3.1 A copy of the original grievance;
3.3.3.2 The decision rendered at Level I;
3.3.3.3 A clear concise statement of the reason(s) for the appeal.
The Superintendent or his designee shall confer with the grievant and shall communicate a decision in writing to the grievant, with a copy to the Association and the immediate supervisor, within five (5) days after receiving the appeal.

3.3.4 LEVEL III

If not satisfied with the decision at Level II, he/she may, within five (5) days after a decision by the Superintendent or his designee, request in writing that the Association submit his/her grievance to arbitration. The Association, by written notice to the Superintendent, within five (5) days after receipt of the request from the grievant, may submit the grievance to binding arbitration.

An impartial arbitrator shall be selected jointly by the grievant and the District within ten (10) days after receipt by both parties of a list of not less than five (5) possible arbitrators from the American Arbitration Association or the California Conciliation Service. In the event that the parties cannot agree, the American Arbitration Association or the California Conciliation Service rules shall apply with respect to selecting an arbitrator.

The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, or requested by both parties, shall be paid equally by both parties. Any additional expenses shall be borne by the party incurring such expense.

The rules of the American Arbitration Association or the California Conciliation Service shall govern the arbitration. The arbitrator shall have no authority to add to, delete, or alter any provisions of the Agreement but shall limit his/her decision to the application and interpretation of its provisions.
If any question arises as to the arbitrability of the grievance, such questions will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance. After hearing the evidence, the arbitrator shall submit his/her findings and rulings in writing to the District and the grievant. The arbitrator's decision shall be binding on the parties of this agreement.

3.4 REPRESENTATIVE

3.4.1 No employee shall be required to be represented by the Association in processing a grievance.

3.4.2 An employee may request the Association to represent him/her in all stages of the grievance procedure beyond the Informal Level.

3.4.3 Neither the Association nor the District shall take any reprisals or unlawfully discriminate against employees for exercising rights under this Article.

3.4.4 If an employee pursues a grievance without the intervention of the Association beyond the Informal Level, the grievance shall not be considered resolved until the Association has received notice of the grievance and the proposed solution and has been given opportunity to file a written response.

3.4.5 If a grievance arises from action or inaction on the part of a member of the administration at a level above the immediate supervisor, the grievant shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievances will be commenced at Level II.

3.4.6 Designated Association representatives and the grievant shall receive time off from duties without loss of compensation for the purpose of processing grievances subject to the following conditions.
3.4.6.1 No later than five (5) days following ratification of this agreement, the Association shall designate in writing to the Superintendent no more than two (2) employees who shall be entitled to time off as Association grievance representatives.

3.4.6.2 The Representative shall notify the District twenty-four (24) hours prior to release from duties in order that a substitute may be obtained, unless a conference is scheduled between the grievant and the administration with less than twenty-four (24) hours notice to the grievant.

3.4.6.3 Such time shall be limited solely to representing a grievant in a conference with a management person and in no way shall this include the use of such time for matters such as gathering information, interviewing witnesses or preparing presentations.

3.4.6.4 No more than one representative per grievance shall be released at a time.

3.4.7 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.

3.5 TIME LIMITS

3.5.1 Failure by a grievant to meet a deadline set in this policy shall terminate the grievance and the grievant shall not have the right to re-file on the same set of facts.

3.5.2 Failure by the District to meet a deadline set in this policy shall give the grievant the right to proceed to the next grievance processing level.

3.5.3 The time limits in this policy may be extended or compressed by mutual agreement between the grievant and the District Administration.
4.0: PAYROLL DEDUCTIONS

4.1 Any teacher 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 and initiation fees in the Association.

4.2 Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year.

4.3 Pursuant to such authorization, the District shall deduct dues from each regular salary check.

4.4 Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, or any other plans or programs jointly approved by the Association and the District.

4.5 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.

4.6 Agency Shop

4.6.1 Any unit member who is a member of the Winton Teachers' Association/California Teachers Association/National Education Association (WTA/CTA/NEA), 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 dues from the regular salary check of the unit member each month. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.

4.6.2 Any unit member who is not a member of the WTA/CTA/NEA, or who does not make application for membership within thirty (30) days of the
effective date of this Agreement, or within thirty (30) days from the date of
commencement of assigned duties within the bargaining unit, shall become
a member of the Association or pay to the Association a fee in an amount
equal to unified membership dues, initiation fees and general assessments,
payable to the Association in one lump sum cash payment in the same
manner as required for the payment of membership dues, provided,
however, that the unit member may authorize payroll deduction for such
fee in the same manner as provided in Paragraph 4.6.2.1. In the event that
a unit member shall not pay such fee directly to the association or authorize
payment through payroll deduction as provided in Section 4.6.1. The
Association shall so inform the District, and the District shall immediately
begin automatic payroll deduction as provided in Education Code Section
45061 or (87834) and in the same manner as set forth in Paragraph 4.6.1 of
this section. There shall be no charge to the Association for such
mandatory agency fee deductions.

4.6.2.1 Any unit member who is a member of a religious body whose
traditional tenets or teachings include objections to joining or
financially supporting employee organizations shall not be required
to join or financially support WTA/CTA/NEA, as a condition of
employment; except that such unit member shall pay, in lieu of a
service fee, sums equal to such service fee to one of the following
non-religious, non-labor organization, charitable funds exempt
from taxation under Section 501(c)(3) of Title 26 of the Internal
Revenue Code: (for example)

4.6.2.1.1 Foundation to Assist California Teachers;
4.6.2.1.2 The American Cancer Society;
4.6.2.1.3 The Heart Association

4.6.2.2 Proof of payment and a written statement of objection along with
verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Paragraph 4.6.2 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Paragraphs 4.6.2.1 and 4.6.2.2 of this section. Payment shall be in the form of receipts and/or canceled 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 October 31st of each school year. The Association shall have the right of inspection in order to review said proof of payment.

4.6.2.3 Any unit member making payments as set forth in Paragraph 4.6.2.1 and 4.6.2.2 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

4.6.3 With respect to all sums deducted by the District pursuant to Paragraph 4.6.2.1 and 4.6.2.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

4.6.4 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

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5.0: FRINGE BENEFITS

5.1 The District will provide for each full-time unit member those fringe benefits listed in
the benefit schedule, Appendix B.

5.2 The District will contribute no more than the CAP at the time of retirement to a health
benefit retirement package commencing with the 2005/2006 school year. Employees
who have worked in the District a minimum of twenty-two years to twenty-four years,
eleven months shall receive this benefit package for up to three years. Employees
who have worked in the District twenty-five years or more shall receive this benefit
package for up to five years or until the employee becomes eligible for Medi-Care
(whichever occurs first). The plans made available to retirees pursuant to this benefit
will be the same plans available to current active employees. This benefit will only be
made available, and must be requested prior to February 15, of the effective year of
retirement in order to allow the district to recruit for replacements and budget
accordingly for the upcoming school year.

XXX

6.0: SALARY

6.1 Unit members will be paid based upon Appendix A Salary Schedule. Unit
members will have the option of receiving 11 or 12 paychecks. Placement on the
salary schedule (Appendix A) will be based on the following.

6.2 All certificated personnel must hold a valid California Teacher’s Credential, in a
field appropriate to their grade level and/or assignments. All Certificated
Employees must have Credentials on file in the Winton School District Office and
with the Office of the Merced County Superintendent of Schools no later than ten
(10) days following commencement of employment each school year.

6.2.1 Credit for Experience - Certificated Employees new to the District may
receive credit for up to five (5) years of full time teaching experience in a
public elementary, junior or senior high school or equivalent at the
discretion of the District. All teaching experience must have been earned within seven (7) years prior to the date of hire.

6.2.2 Salary Credit for college or University Training - New Certificated teaching employees will receive salary schedule credit if they meet one of the following criteria determined by the Superintendent and/or his/her designee.

6.2.2.1 For those graduate or upper division courses required to complete credential requirements for the appropriate K-8 teaching credential.

6.2.2.2 For those courses designed to improve the beginning teacher's abilities as a classroom teacher in the field of elementary education in grades K-8 that are completed past the B.A. or B.S. degree. These classes must meet the following hourly requirements:

6.2.2.2.1 Be designated semester units or the equivalent in quarter units.

6.2.2.2.2 The units must be earned at accredited institutions or institutions recognized by CSDE in the issuance of credentials.

6.2.3 Placement on Salary Schedule

6.2.3.1 Teachers new to the district will be placed on the salary schedule in the appropriate classification by September 30 of the school year in which they are hired. Placement will be based on the receipt in the District Office by October 31 of the appropriate transcripts from the college or university attended.

6.2.4 General Provisions For Vertical Advancement

Vertical growth shall occur annually on the commencement of a new school calendar year. The school year is defined as beginning on or about September 1 and ending on or about June 15.

6.2.5 Horizontal Growth Requirements
6.2.5.1 Effective July 1, 2016, one horizontal move will be permitted each year. No advance approval for taking units is required, provided the district has received written intent to complete units on or before September 1st. Salary schedule movement may take place in the months of July through March. Anyone completing units after March 31st will move the beginning of the following year in order to allow adequate budget projections for upcoming year. Official transcripts must be submitted to the Human Resources Department by the 5th of the month in order to ensure financial compensation on the following pay period.

6.2.5.2 Proof of college or university units taken each year must be furnished to the District. All college or university units taken for horizontal growth, must be submitted to the District with an official transcript of grade card, having the official seal or signature of the college or university registrar to be accepted for salary credit. Unit members will move from class to class the month following verification of units earned.

6.2.5.3 The immediate supervisor will be notified on the district form of all courses taken for salary schedule advancement. Courses taken for advancement must meet the following requirements:

6.2.5.3.1 The course must be applicable to the District's K-8 curriculum or the course may lead to another degree or credential appropriate to the needs of education.

6.2.5.3.2 The course must be acceptable by an accredited college or university which is a member of the Far Western Accreditation Association or its equivalent.

6.2.5.3.3 The course was not paid for by the District nor attended on duty time, unless otherwise approved.
6.2.5.3.4 The course is approved for movement on salary schedule by the immediate supervisor after the course is taken.

6.2.5.3.5 The immediate supervisor may suggest a specific area of study when it has been demonstrated through formal evaluations of an employee that a specific area of weakness exists. This requirement must be met within two years of the date of the evaluation in order to advance on the salary schedule.

6.2.6 Staff Buy Back and ITSDRP Compensation

6.2.6.1 Compensation for attending each ITSDRP, will be a stipend. If the ITSDRP is divided into multiple days it will not be paid on pro rated basis for attendance at one of the multiple days.

6.2.6.2 Staff Buy Back compensation is based on 2000/2001 agreement.

6.2.6.2.1 Employee may take designated rate of pay for compensation.

6.2.6.2.2 Employee may take designated rate of pay less the amount for a sub plus a compensatory day.

6.2.6.2.3 Compensatory days not used within one year will be paid to employee at the end of each school year on payroll.

7.0 ASSIGNMENTS, TRANSFERS, REASSIGNMENTS AND VACANCIES

7.1 DEFINITIONS

7.1.1 An "assignment" shall mean an employee's grade level/subject area or
track schedule at a given worksite.

7.1.2 A "transfer" shall mean a change in work site from one school site to another, from one job classification to another or from one track to another.

7.1.3 A "reassignment" shall mean the movement of a teacher from one grade level/subject area to another.

7.1.4 A "vacancy" shall mean an opening resulting from a resignation, a newly created position or grade level/subject area changes are made at a site within the same track. Vacancies do not include positions filled by substitute employees or temporary employees or openings resulting from temporary reassignments.

7.2 **ASSIGNMENT**

7.2.1 **INITIAL TRACK ASSIGNMENT**

7.2.1.1 Track assignments and notification for the following school year shall be completed no later than April 1st.***

7.2.1.2 After discussions between Site Administrator and grade level groups to establish student and instructional program needs, related to teacher track assignments, all unit members shall have a choice of track assignments. If mutual agreement cannot be reached, track assignments will be based on the following priority factors:

a. Grade level/subject area seniority

b. District-wide seniority

7.2.2 Teachers who are required to relocate their classrooms during the contract year will be compensated in one of three ways with the net result being the payment of $300.00 for 3 days.

1. Packing classroom items on employee’s personal time at the rate of $100.00 per day and providing a substitute on a class day for the employee to set up their new room.

2. Packing classroom items on employee’s personal time at the
3. Employee packs and sets up the new classroom on his/her own time and receives three compensatory days off.

7.3 VOLUNTARY TRANSFERS/REASSIGNMENTS

A teacher may request a voluntary transfer to take effect during the school year or at the beginning of the next school year. In either event, the request shall be made on a "Request for Transfer" form and sent to the District office.

7.3.1 Where the request is made for a transfer to take effect during the school year, it shall be made within ten (10) days of posting of the notice of vacancy and written notification sent to the bargaining unit.

7.3.2 When the request is made for a transfer to take effect at the beginning of the next school year, it may be made any time during the school year.

7.3.3 All requests for voluntary transfers shall be considered on the basis of these three prioritized factors:

1. Credentials to perform the required services
2. District-wide seniority
3. Experience in the appropriate grade level/subject area

7.3.4 Voluntary transfer requests shall be given priority consideration, except in such cases where the filling of a position with a voluntary transfer applicant would necessarily result in the layoff of another teacher, in which case the teacher to be laid off shall be given priority consideration.

7.3.5 If a voluntary transfer request is denied, the teacher shall be given an educationally sound written justification for the transfer and be provided with an opportunity to meet with the superintendent or his/her designee within 5 days of notice and 15 days prior to the transfer taking place. If the employee desires, a representative of the association shall be present at this meeting. The time lines may be shortened by mutual agreement of the teacher and the district. The teacher shall be given an opportunity to have
his/her written response attached to these reasons prior to the placement in
the teacher’s personnel file.

7.3.6 If a transfer/reassignment results in an employee being in danger of not
completing the necessary number of work days, the District and teacher
will reach mutual agreement on when and how the days will be made up.

7.4 ADMINISTRATIVE TRANSFERS/REASSIGNMENTS

7.4.1 All Administrative transfer/reassignments shall be based upon the best
interests of the district/school/work site, as determined by the
Superintendent or his/her designee and shall not be for punitive reasons.

7.4.2 If a transfer/reassignment results in an employee being in danger of not
completing the necessary number of work days, the District and teacher
will reach mutual agreement on when and how the days will be made up.

7.4.3 Should it become necessary to transfer a teacher to a different site, track, or
grade level, the District will first ask for volunteers. If no one volunteers,
the teacher with the least district-wide seniority will be transferred unless
the principal has good reason to believe that another selection would be
more beneficial to the instructional program of the school. If such is the
case, the principal shall state his/her reason(s) in writing to the affected
teachers(s).

7.4.4 Where a qualified volunteer exists based on the criteria of 7.3.3 above, no
teacher shall be administratively reassigned or transferred.

7.4.5 A teacher who receives notice of an administrative transfer/reassignment
shall, be given and educationally-sound written justification for the
transfer, and be provided with an opportunity to meet with the
Superintendent or his/her designee within five (5) days of notice and
fifteen (15) days prior to the transfer taking place. If the employee desires,
a representative of the Association shall be present at this meeting. The
time lines may be shortened by mutual agreement of the teacher and the
district. The teacher shall be given an opportunity to have his/her written response attached to these reasons prior to the placement in the teacher’s personnel file.

7.4.6 Compensation time shall be arranged for any involuntary transfer that occurs after the beginning of the school year. For any involuntary reassignment that occurs after the beginning of the school year teachers will be allowed 3 substitute days to prepare for the new assignment.

7.5 **VACANCIES**

7.5.1 Notices of vacancies, after intra-school/intra-track changes, shall be sent to WTA and posted for at least five (5) days when school is in session on the Association bulletin board in each building and seven (7) days after district has completed automated phone notification when school is not in session.

7.5.1.1 Such notices shall be posted as soon as the District determines that a vacancy exists and shall include the position description and location, grade level or subject matter, assignment and credential requirement.

7.5.1.2 Copies of all notices of vacancies shall be mailed to the Association and off track unit members at the same time as they are posted.

8.0: **CLASS SIZE**

8.1 The District will attempt to maintain a class average of 30 students per teacher at each school site based on the enrollment at that site. Where a class size maximum of 33 is exceeded for more than ten (10) days after the first twenty (20) school days, Principal and staff member(s) affected will meet to discuss a possible solution.

8.2 Class Size Reduction may be implemented at board discretion according to lawful standards and CSDE requirements.
9.0: **HOURS**

9.1 Unit members shall be on campus and responsible for instructional and other assigned duties for a minimum of seven and one-half hours per day, inclusive of a minimum of a thirty (30) minute duty-free lunch period.

9.2 In addition to the above minimum time, unit members have professional responsibilities outside of the instructional day duties (which include but are not limited to): parent conferences, back to school nights, open houses, performances and programs.

9.2.1 Unit employees may leave after student dismissal prior to the following scheduled holidays: Thanksgiving recess, Winter break/Christmas recess, Spring break/Easter recess, and the last day of school provided that all duties and requirements have been fulfilled.

9.3 On days when unit members are scheduled to work but the pupils are not scheduled to be present, the work day shall be seven and one-half hours, inclusive of a thirty (30) minute duty-free lunch period.

9.4 The number of scheduled work days for unit members shall be as follows:

<table>
<thead>
<tr>
<th>Role</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Classroom Teachers</td>
<td>184</td>
</tr>
<tr>
<td>New Employees</td>
<td>185</td>
</tr>
<tr>
<td>Resource Specialists</td>
<td>184</td>
</tr>
<tr>
<td>Special Class Teachers</td>
<td>184</td>
</tr>
<tr>
<td>Speech Therapists</td>
<td>186</td>
</tr>
<tr>
<td>Year Round Education</td>
<td></td>
</tr>
<tr>
<td>Regular Classroom Teachers</td>
<td>180</td>
</tr>
<tr>
<td>New Employees</td>
<td>181</td>
</tr>
<tr>
<td>Resource Specialists</td>
<td>180</td>
</tr>
<tr>
<td>Special Class Teachers</td>
<td>180</td>
</tr>
</tbody>
</table>
9.5 Grade level or subject level planning for curriculum will be available during minimum day schedules at each site. These planning times will be coordinated with the site administrator. There will be at least two minimum days scheduled for this purpose during a month.

9.6 All junior/middle school unit members shall be assigned a preparation period within the instructional day. Elementary school unit members shall have 25 consecutive minutes of preparation and planning on days that are not early release days. Should an emergency occur where a staff meeting is required, unit members shall forfeit the 25 consecutive minutes of preparation and planning time to attend the emergency meeting.

10.0: LEAVE PROVISIONS

10.1 The benefits which are expressly provided by this section, Article 10, are the sole leave benefits which are part of this collective Agreement.

10.2 Personal Illness and Injury Leave

10.2.1 Unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours of a full-time member.

10.2.2 Unused sick leave shall accrue from school year to school year.

10.2.3 At the beginning of each school year, every teacher shall receive a sick leave allotment credit, equal to his/her sick leave entitlement for the school year. A teacher may use his/her credit sick leave at any time during the school. Upon request by District Management, a unit member shall, after five (5) consecutive days, be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical
authorization to return to work.

10.2.4 Whenever possible, a unit member must contact his/her immediate supervisor or other designated person as soon as the need to be absent is known, but in no event later than 6:00 A.M. of the work day to permit the employer time to secure a substitute. The employee shall keep the District informed of his/her intended return to work. Except in cases of extreme hardship or emergency, Bargaining Unit Members shall provide a minimum of 72 hours notice for absences that have been pre-arranged (medical appointments, jury duty, etc). Notification for attending a conference will be made at least one week prior to the conference and in the event the district is not able to secure a substitute when less notice has been given, the employee may not be able to attend the conference.

10.2.5 Each unit member is notified of the accumulated leave which is provided on the monthly payroll warrant printed by the Merced County Office of Education. This process is subject to change if MCOE stops providing this service. If the sick leave notification service stops, either party may reopen negotiations on this item.

10.2.6 If a teacher has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a pay period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute on the current substitute salary schedule or fifty (50) percent of the salary due him/her during the period of absence, whichever is the lesser amount. The five (5) month or less period during which the above deductions occur shall not begin until all other paid sick leave provisions for which he/she is eligible have been exhausted. The five (5) month period shall not extend beyond the fiscal year in which the extended leave is taken.
10.3 Personal Necessity Leave

10.3.1 An employee may use any portion or all of his/her allotted sick leave for personal necessity to care for a family member who is ill. Employee will need to submit a written request for additional days of personal necessity beyond 7 days stating the reason for additional days requested. This request shall be reviewed and a determination or denial will be made by Superintendent or designee. Proof from a physician may be requested at the discretion of the Superintendent. For purposes of this provision, personal necessity shall be limited to:

10.3.1.1 Death or serious illness of a member of the unit of the member's immediate family.

10.3.1.2 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.

10.3.1.3 For compelling personal importance.

10.3.2 Before the utilization of personal necessity leave, a unit member must obtain prior written approval from the appropriate management person, except for cases "10.3.1.1" and "10.3.1.2". Should the circumstances outlined in "10.3.1.1" and "10.3.1.2" arise, the employee shall make every effort to comply with District procedures to enable the District to secure a substitute.

10.4 Bereavement Leave

10.4.1 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-town travel is required, without loss of salary on account of death of any member of his/her immediate family. For purposes of this provision an immediate family shall be limited to mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, or the
spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or of the spouse of the employee, aunt of uncle of the employee or spouse, legal guardian or foster parent of the employee or spouse, domestic partner, or any relative living in the immediate household of the employee.

10.5 Maternity Leave

10.5.1 Unit members are entitled to use sick leave as set forth in 10.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from the 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. The District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District. District will maintain a list of three (3) physicians from which the employee may select one for the verification examination at district expense.

10.5.2 Unit members are entitled to use leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, and recovery therefrom when sick leave as set forth in 10.2 has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician. The District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District. District will maintain a list of three (3) physicians from which the
employee may select one for the verification examination at district expense.

10.5.3 Every effort will be made by the District to return employee to the same position as that held at the time the leave commenced, provided the leave does not extend past the end of the fiscal year in which the leave begins.

10.6 Industrial Accident Leave

10.6.1 Unit members will be entitled to industrial accident leave according to the provisions in Education Code Section 44984 for personal injury who have qualified for worker's compensation under the provisions of the District's worker's compensation carrier.

10.6.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident.

10.6.3 The total of the teacher's temporary disability indemnity and the portion of the salary due him/her during his/her absence shall equal, but not exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.

10.6.4 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the teacher will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved. District will maintain a list of three (3) physicians from which the employee may select one for the verification examination at district expense.

10.6.5 The benefits provided in Article 10.6 are in addition to sick leave benefits and the District shall not deduct sick leave from the sick leave allotment of a teacher who is on Industrial Accident or Illness Leave.
10.7 Judicial Leave

10.7.1 Unit members shall be provided leave for regularly called jury duty and to appear as a witness in court (other than as a litigant for reasons not brought about through the connivance or misconduct of the unit member). Upon receipt of notification to appear, unit members will immediately request approved absence for same.

10.7.2 The unit member, while serving jury duty, shall receive pay in the amount of the difference between the unit member's regular earning and any amount received for jury service less travel, meals, and/or lodging.

10.8 Personal Leave

10.8.1 A teacher shall be entitled to one (1) day of paid leave per year to be used for any purpose which such teacher deems sufficiently important to absent himself/herself from his/her duties. In addition to (1) day of paid leave per year, upon 24 hour approval by site administrator, two additional personal days will be available from the current year sick leave allotment.

10.8.2 A teacher shall notify his/her principal at least twenty-four hours (24) in advance of taking such leave.

10.9 Sabbatical Leave

Sabbatical leave is an investment in an employee's contribution to the District. The District may grant certificated employees sabbatical leaves for the purpose of study, research, or travel. These activities would provide benefits to the schools and pupils of the District. The granting of such sabbatical leaves will be subject to the following conditions:

10.9.1 Definition - The term "study" shall be deemed to mean the pursuance of a program of study at an accredited institution of higher learning. The term "research" shall mean to work on a district-approved research project. The term "travel" shall be deemed to consist of an itinerary planned to contribute to established or proposed district-approved programs.
10.9.2 A maximum of two (2) persons on the certificated staff may be on
sabbatical leave at any one time.

10.9.3 All applications for sabbatical leave shall be submitted on official form not
later than six months in advance of the beginning of the semester for which
the leave is requested. The application shall include a detailed outline of
purpose and plans for the use of such leave.

10.9.4 The District shall develop reasonable standards for the study and travel in
order to qualify for sabbatical leave, and shall cause such standards to be
published and included on application forms. After the deadline for filing,
the District management shall consider the applications and establish a
written eligibility list for recommendation to the school board with copies
to the Association. In establishing rank on the eligibility list, District shall
consider, but not be limited to, (a) the proposed leave's potential for
contribution to the quality of education in the district and the applicant's
professional growth; (b) the applicant's prior contribution to the district and
potential for future leadership; (c) such other pertinent factors as
established by the District.

10.9.5 In the event that more than two (2) persons per year of the certificated staff
should make application, for any one semester, the District shall notify
those whose placement on the eligibility list will be too low for favorable
recommendation. All such persons shall be eligible to make a new
application for the following semester.

10.9.6 When, in the opinion of the board, it would not be in the best interest of the
district to grant for any one period of time all of the applications submitted,
preference shall be given according to the following criteria:
10.9.6.1 Specific purpose of the sabbatical;
10.9.6.2 Seniority of service in the district;
10.9.6.3 Former sabbatical leaves granted to the applicant within the
10.9.7 Qualified certificated employees may choose from the following alternatives:

<table>
<thead>
<tr>
<th>Minimum Consecutive Years of Service</th>
<th>Length of Leave</th>
<th>Portion of Regular Salary Paid While on Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>One Semester</td>
<td>Difference between employee's salary and Temporary Contract holder's salary. Health benefit's as provided in 5.1</td>
</tr>
<tr>
<td>7</td>
<td>One Year</td>
<td>Same as One Semester - The term &quot;one year&quot; shall be deemed to mean one full working year and the term &quot;one semester&quot; shall mean one-half of one full working year.</td>
</tr>
</tbody>
</table>

10.9.8 Upon approval of a sabbatical leave by the school board, the employee must file with the district a suitable bond indemnifying the school district for any salary paid the employee during the period of sabbatical leave. In the event said employee fails, after completion of the sabbatical, to render services to the district twice the length of the sabbatical, or in the event said employee fails to carry out the program of study or the itinerary approved for the sabbatical leave, the bond shall be forfeited. Forfeiture of the bond shall not be required in the event that failure to perform any of the requirements is due to physical disability or circumstances beyond the control of the employee including involuntary assignment to a position with lesser compensation.

10.9.9 In the case of injury or major illness of the employee during sabbatical leave which prevents his/her completing the purposes of the leave, the sabbatical leave will be terminated and all provisions for such leave will apply. The employee shall request, in writing, accompanied by a statement from a licensed physician, a cancellation of the sabbatical. Upon the return from sick leave, the board and the employee may mutually agree upon either a continuation of the sabbatical for the remainder of the unexpired
leave or a return to duty and a forfeiture of the balance of the leave.

10.9.10 The employee who has taken sabbatical leave will file (with the District
management for transmission to the school board), within forty-five (45)
days after returning to active service, evidence that the program of study,
research, and/or travel has been carried out.

10.9.11 To be eligible for sabbatical leave, an employee must have rendered at
least seven years of consecutive service to the district. Authorized leaves
shall not constitute a disruption of consecutive years of service required for
a subsequent sabbatical leave.

10.9.12 Sabbatical leave shall count as experience on the salary schedule and shall
be considered as time in service in the district for retirement purposes.
Retirement deductions shall be made in proportion to the salary received.
The board and the teacher who is to go on sabbatical leave shall develop a
payment schedule which is mutually acceptable at least thirty (30) days
before the sabbatical leave is scheduled to commence.

10.9.13 An employee returning from sabbatical leave will receive the same salary
step advance that he/she would have received had he/she remained in
active service in his/her regular position during the leave period.

10.9.14 Whenever it is possible, the employee will be placed in the same school at
which he/she was teaching at the time the leave was granted and at the
same grade level, provided that no conditions develop during the leave or
at the time of return which would have changed the employee’s location
and assignment had he/she remained in active service.

10.10 In-Service Leave

On the recommendation of their supervisor, unit members may be granted
release time to attend conferences or workshops related to the improvement of
his/her performance or to the needs of the District.
10.11 Leaves Without Pay

Leaves without pay may be granted as follows:

10.11.1 Health Leave (Not to exceed one full year)

10.11.2 Military Leave (pursuant to Education Code 44800)

10.11.3 Legislative Leave (pursuant to Education Code 44801)

10.11.4 Child-Rearing Leave (Not to exceed one full year)

10.11.5 Personal Leave (Not to exceed one full year)

10.11.6 Educational Leave (Not to exceed one full year)

10.12 Unit members on unpaid leave shall have the right to continue in the District - paid employee fringe benefit plans at their own expense with no objection from the carrier.

11.0: ASSOCIATION RIGHTS

11.1 All Association business, discussions, and activities will be conducted by unit members or Association officials outside established work hours as defined in Article 9 herein, and will be conducted in places other than District property, except when: (a) an authorized Association representative obtains advance permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted; (b) the Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members as defined in Article 9 and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with an Association representative.

11.2 The Association may use the school mailboxes and bulletin board spaces designated by the Superintendent subject to the following conditions: (a) all posting for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association president; (b) a copy of such posting
or distributions must be delivered to the Superintendent or designee at the same
time as posting or distribution; and (c) the Association will not post or distribute
information which is derogatory or defamatory of the District or its personnel,
subject to the immediate removal by the District of the right to post or distribute
for a period of at least one full semester.

11.3 The District shall place on the agenda of each regular Board meeting any matters
brought to its consideration by the Association provided that such matters are
made known to the Superintendent’s office seventy-two (72) hours prior to said
meeting.

12.0: YEAR ROUND EDUCATION

12.1 WORK YEAR

12.1.1 Unit employees involved in Year Round Education shall be on duty the
equivalent of one hundred and eighty (180) days, which shall include one
hundred seventy-six (176) "instructional days" and four (4) staff days.

12.1.2 The District may implement cross track schedules that allow all tracks
equal access to specialists by increasing the number of duty days beyond
that of other unit employees. The District may offer extended day
contracts. Extended contracts shall be paid at per-diem rate. The District
shall determine the length of each contract offered. Every unit employee
shall have at least one (1) four (4) week vacation, unless waived by the
employee. The affected unit employee and the site administrator shall
mutually attempt to agree on a schedule. Such assignments must be
mutually agreed and WTA must be notified. If agreement cannot be
reached, the dispute shall be sent immediately to expedited arbitration in
order to allow for a timely decision.

12.1.3 The above provisions do not preclude the District and unit member (or
Association) from agreeing to other assignments beyond the contractual
workload. Such assignments must be mutually agreed and WTA must be notified.

12.2 **EXCHANGE DAYS**

12.2.1 Unit employees, at the time that they are "on track", may voluntarily exchange days with an "off track" unit employee without loss of pay, benefits, or sick leave.

12.2.2 Unit Employees shall notify the site administrator at least forty-eight (48) hours in advance who will be replacing the unit employee, the length of the exchange, and the dates when the unit employee will pay back the exchange.

12.2.3 Unit Employee shall have the responsibility for arranging the exchange with other unit employees.

12.2.4. Pay back of exchange days is the responsibility of the involved unit employees.

12.3 **SPECIAL PROGRAMS**

12.3.1 Unit members on the proposed year-round site and site administrators will meet to determine by consensus, track placements of all special programs. If mutual determination cannot be reached by consensus, and advisory vote by the teachers at the designated school site will be taken to determine the site teacher's position. This position along with the recommendation of the designated site principal shall be presented to the Board of Trustees for final determination.

12.3.2 Teachers within the year-round school shall be given first consideration to reassignments to other grade levels within the school or other tracks within their grade level.

12.3.3 Spouses, if both work at a year-round school shall be given first consideration for placement on the same track, if desired.

12.3.4 Children of unit members will be placed on the same track as their parent,
if desired.

12.4 SUBSTITUTING

12.4.1 Unit members who are "off track" may submit their name to the District if they wish to substitute.

12.4.2 Unit members who are "off track" shall be entitled to priority placement on the substitute list as a day-to-day substitute for as long as the parties (unit employee and the District) mutually agree.

12.4.3 The unit employee shall be paid $20 per day above the substitute rate if the substitution occurs at the same school he/she works while on track. If the substitution occurs at a different school than the unit employees works while on track, the pay shall be $5 per day above the substitute rate.

12.5. STAFF DEVELOPMENT

12.5.1 Off track members shall have access to staff development on a voluntary basis.

12.5.2 Unit members shall be notified of staff development sessions when they are "off track".

12.5.3 No unit member shall be required to attend staff development sessions when they are "off track".

12.6 COMMUNICATIONS

12.6.1 The District will mail off track unit members important/pertinent information on a timely basis (i.e. bulletins, surveys, etc.)

12.7 ROTATION AND ROVING TEACHERS

12.7.1 "Rotation" is defined as a system of room sharing where unit members going "off track" release their room to a unit member coming "on-track". Unit members coming "on-track" are assigned a different classroom than they had during the previous track. Unit members change rooms every time they return from break.

12.7.2 "Roving" is defined as a system of room sharing where unit members
going "off-track" release their room to a "roving" unit member. When the
unit members comes back "on-track", they return to their original
classroom, and the "roving" unit member moves again.

12.7.3 Teachers at grade level may decide to utilize rovers instead of rotating
classrooms. Rovers should be chosen on a voluntary basis. If there are
insufficient volunteers, a unit member may be assigned as a "rover" for a
maximum period of one year. District seniority shall determine who shall
be assigned as a rover. The District must agree to the roving system.

2.7.4 Rovers shall receive a stipend of $750 annually. In addition to that, rovers
shall not be assigned to club or program responsibilities, normally shared
by staff, and shall be released from all bulletin board responsibilities.

12.7.5 Special consideration shall be given to avoid Kindergarten and First Grade
classes from exchanging classrooms.

12.8 SICK LEAVE

12.8.1 Unit members working an extended work year shall be entitled to an
additional sick day for every twenty (20) days worked over one hundred
and eighty (180).

12.9 PAYROLL

12.9.1 All unit members shall be paid their annual salary in twelve (12)
installments.

12.9.2 Upon mutual agreement, and if the County payroll department deems it
possible, unit members may elect to be paid their pay check in ten (10)
equal installments.

12.10 PARENT CONFERENCE

12.10.1 There shall be one week (five (5) days) of minimum days for parent
conferences.

12.11 MINIMUM DAYS

12.11.1 Minimum days for students will be held on the last day of every
12.12 INSTRUCTIONAL MINUTES

12.12.1 Current annual instructional minutes shall be maintained provided they are not less than specified in E.46201.

12.13 INTERSESSION

12.13.1 Unit employees, who work intersession, shall be employed and paid in the same manner as summer school assignments.

12.14 WORKPLACE CONDITIONS

12.14.1 Heating and air conditioning shall be provided in all classrooms, lunch and lounge areas, where unit members are assigned to work.

12.15 EQUIPMENT

12.15.1 A minimum of two storage cabinets will be provided to rotating/roving unit members. Unit members shall not be required to move the storage containers and/or filing cabinets during track changes.

12.16 CONSULTATION

12.16.1 The Winton Teachers Association and the District will consult on request to review the implementation of the YRE Article and other concerns that may arise regarding Year Round Education.

13.0 SAFETY

13.1 Every unit member shall report unsafe working conditions to his/her immediate supervisor.

13.2 If, upon investigation, the District determines that an unsafe condition exists, the District shall correct the situation as soon as economically feasible.

13.3 Unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being, in conformance with applicable requirements of CAL-OSHA.
14.0: SAVING PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

15.0: CONCERTED ACTIVITIES

15.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interferences with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

15.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

15.3 It is understood that in the event this Article is violated the District shall be entitled to withdraw any rights, privileges or services provided for this Agreement, in District policy, or by Education Code or Government Code from any employee and/or the Association. In the event the Association violates this Article, the above constitutes a clear, specific waiver of its rights and the rights of employees it represents under Education Code Section 45060.

16.0: SUPPORT OF AGREEMENT

The District and the Association agree that it is to their mutual benefit to
encourage the resolution of differences through the meet and negotiation process.

Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

17.0: EFFECT OF AGREEMENT

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 in the absence of specific provisions in this Agreement such practices and procedures are discretionary with the District.

18.0: ENTIRE AGREEMENT

The Association and the District agree this Agreement is intended to cover all matters relating to wages, hours, and all other terms and conditions of employment, and that during the term of the Agreement neither the District nor the Association shall be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

Nothing contained in this Article will relieve the District of its duty to comply with this contract and provide all benefits and rights set forth in this Agreement.

19.0: EVALUATION

19.1 Evaluation of personnel will be accomplished using the Winton School District Teacher Evaluation Form. The Winton School District Teacher Evaluation Form will reflect 2009 (or most current) California Standards for the Teaching Profession to include Standard Six-Developing as a Professional Educator as shown on Appendix C-6.
19.2 Permanent employees will be evaluated at least every other year. Upon 20 years of teaching experience in the district the evaluation cycle of those employees will be determined by the superintendent and/or site administrator.

19.3 When requirements for a credential change after an employee is in the position, the employee shall have up to twenty-four months to meet that requirement. In the event the requirements for the credential are such that twenty-four months is insufficient to complete; then both parties will meet and negotiate to amend this timeline. In the event any teacher has not met the credentialing requirement for their teaching assignment they will be subject to disciplinary procedures up to and including dismissal, according to Article 20.

XXX

20.0: DISCIPLINE SHORT OF DISMISSAL

20.1 Purpose

The purpose of this Article is to provide a corrective and remedial sequence of steps as a means of disciplining certificated employees if the need arises. Under the provisions of this Article, the unit member shall not be disciplined without just cause.

20.2 Just Cause

The District may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, and unpaid suspensions for up to ten (10) days.

20.3 Progressive Discipline

The following progressive discipline procedures will be applied, except where the serious nature of the offense allows the District to bypass a prior disciplinary step or steps. Serious offenses include, but are not limited to, cases involving gross misconduct, or conduct that constitutes a hazard to other persons. Whether or not the serious nature of the offense allows bypassing progressive discipline steps may be submitted to arbitration under Article 3 of the collective bargaining agreement.
A. Verbal Counseling

Subject to the exceptions noted above in the first paragraph of this section, the employer shall first issue a verbal counseling or verbal warning before imposing further discipline.

B. Written Warning

Subject to the exceptions noted above in the first paragraph of this section, the employer shall issue a written warning if the unit member has received a verbal warning about similar actions within the last 12 months.

C. Written Reprimand

Subject to the exceptions noted above in the first paragraph of this section, written reprimands will not be imposed unless the unit member has received a verbal warning/written warning about similar action within the last 12 months. The unit member will sign and date the reprimand to acknowledge receipt and a copy may be placed in the unit member’s personnel file. The written reprimand will be hand delivered.

D. Suspension Without Pay

Except in cases involving serious offenses as defined above in the first paragraph of this section, suspension without pay will not be imposed unless the unit member has received a written reprimand about similar action within the last 12 months. A bargaining unit member may be given an unpaid disciplinary suspension of up to ten (10) days. This pay dock shall not exceed the employee’s per diem pay. The length of a suspension will relate to the severity of the action.

E. The following process shall be followed in imposing unpaid disciplinary suspensions.

1. Prior to the imposition of a suspension under this Article, the bargaining unit member shall be given written notice of the proposed disciplinary action and the causes(s) thereof. The written notice shall include the
specific date(s) of the proposed suspension, which shall be at least five (5)
days after the bargaining unit member is given a copy of the written
notice. The written notice shall include a statement that the bargaining
unit member shall have at least five (5) days to appeal the proposed
suspension.

2. If no appeal to the proposed suspension is filed by the bargaining unit
member, within five (5) days after the bargaining unit member is given a
copy of the written notice, the proposed suspension shall go into effect on
the date(s) indicated on the written notice.

3. The bargaining unit member may appeal the proposed suspension, by filing
a written appeal with Superintendent or designee within five (5) days after
the bargaining unit member is given a copy of the written notice. The
Superintendent or designee shall investigate the matter, and shall determine
whether to uphold, deny or modify the proposed suspension. The
investigation may include meeting(s) with any relevant individual as
determined by the superintendent or designee or as requested by the
bargaining unit member. The Superintendent shall render a written
decision in the matter, and shall give a copy of the written decision to the
bargaining unit member.

4. If the superintendent or designee decides to uphold the proposed
suspension or modify the proposed action to include at least one (1) day of
suspension, the bargaining unit member may appeal the determination to
binding arbitration. Such an appeal must be submitted in writing within
five (5) days of the written decision of the Superintendent or designee.
Failure to file such a written appeal shall constitute a waiver of the
bargaining unit member’s right to challenge the suspension.

5. If an appeal to binding arbitration is filed, the District may either defer
imposition of the suspension until the conclusion of the appeals process,
may allow the suspension to go into effect without pay, or may allow the
suspension to go into effect with pay. If the suspension is with pay and the
suspension is later upheld after the conclusion of the appeals procedure, a
future paycheck of the bargaining unit member will be docked to reflect
the period of unpaid suspension. If the suspension is without pay and the
suspension is later invalidated after the conclusion of the appeals
procedure, the bargaining unit member shall be paid the previously docked
pay amount, by separate check, within forty (40) days.

6. The appeal of the proposed suspension may be submitted to binding
arbitration pursuant to Article 3, Grievance Procedure.

21.0: DURATION

This agreement shall become effective on July 1, 2020 and shall continue in effect to
and including June 30, 2022. The contract between WTA and the Winton School
District shall remain in effect to and including June 30, 2022.

FOR THE ASSOCIATION

FOR THE DISTRICT
## WINTON SCHOOL DISTRICT
### CERTIFICATED SALARY SCHEDULE
#### 2021-2022

<table>
<thead>
<tr>
<th>YEARS OF EXPERIENCE</th>
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<th>CLASS I BA**</th>
<th>CLASS II BA + 45 UNITS</th>
<th>CLASS III BA + 60 UNITS</th>
<th>CLASS IV BA + 75 UNITS</th>
<th>CLASS V BA + 90 UNITS ***</th>
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<td></td>
<td>$104,099</td>
<td>$115,239</td>
</tr>
</tbody>
</table>

$1,000 FOR MASTERS UNTIL CLASS V IS REACHED  
$1,000 FOR ROVING  
$1,000 SPECIAL EDUCATION (when assigned to a position)

Entry level for Spec Therapists shall be step 5

**EXTRA CURRICULAR DUTIES:**

$1,000 Coaches, Athletic Director, Outdoor Education, Pentathlon Advisor, Yearbook Advisor, Student Study Team Chair, Student Council Advisor

*Employees will be placed in Column A if they have a BA without a regular teaching credential. (i.e. intern)  
** All steps must be fully credentialled with the State of California.

Effective: July 1, 2021  
Board Adopted: June 7, 2021  
Reflects 4.0 % above 2020-2021 salary schedule.
FRINGE BENEFITS

District will contribute up to the $10,000 CAP effective October 1, 2014, for health care, dental and vision premiums. District will provide life insurance for each employee in the amount of $25,000 while employed with the district.

EVALUATION OF CERTIFICATED PERSONNEL

An evaluation program is only part of the overall District educational program rather than a discrete entity in itself. The evaluation program is designed with its focus upon “improving” rather than “proving”. It is a continuous process and is facilitated through the establishment of a clearly defined set of objectives that are written, workable, and understandable for all concerned. The area for evaluation should be related to the job description.

The responsibility of completing an evaluation rests with the certificated employee’s immediate supervisor. As a means of providing assistance in completing the evaluation for each certificated employee, an observation/conference report has been designed and is part of the total process.

A minimum of two (2) scheduled observations will be planned with a pre and post conference. The teacher will be notified if additional observations are requested by the evaluator. Such additional observations need not be planned with a pre conference, but will be followed with a post conference.

The two (2) scheduled observations do not preclude visiting classrooms when the need to do so arises (i.e. becoming acquainted with students, assistance in providing materials and equipment for classroom use, etc.)
STANDARDS OF PERFORMANCE

INSTRUCTIONAL COMPETENCE
1. The approved Winton School District course of study will be followed by the teacher.
2. Written daily and long range plans, to complement the District course of study (Reading, Math, Language or Other Teaching Assignment) will be prepared by the teacher.
3. The teacher will know and demonstrate the appropriate principles of learning.
4. The teacher will establish objectives for each student based on each student’s needs.
5. The teacher will evaluate pupil growth, maintain records on progress, and report on progress as needed.

CLASSROOM MANAGEMENT
1. Established goals and standards will reflect the need for student to:
   a. show elements of self-discipline and recognition of others rights
   b. recognition of the need to follow the teacher’s direction
   c. recognition of the need for rules and for following them
2. The teacher will maintain a classroom environment which exemplifies effective instructional practices.
3. The teacher, acting as a role model, will provide for the development of positive attitudes of students toward self and others.

INTERPERSONAL RELATIONSHIPS
1. The teacher will maintain positive interpersonal relationship with:
   a. students
   b. parents
   c. other staff

ADJUNCT DUTIES AND RESPONSIBILITIES
1. The teacher will cooperate with other staff to assess and meet individual and school-wide needs in the areas of health, behavior and learning.
2. The teacher will plan and work cooperatively with teacher aides and volunteers.
3. The teacher will take proper care of physical plant, equipment and materials.
4. The teacher will accept delegated responsibilities for supervising play areas or special events.
5. The teacher will follow District policies, administrative regulations and procedures.
6. The teacher will maintain professional competence through participation in inservice education activities provided by the District and/or self-selected professional growth activities.
WINTON SCHOOL DISTRICT  
Winton, CA 95388

Certificated Objectives Form

Evaluatee ___________________________ School/Grade Level _______________ Year __________

• Complete in triplicate for initial conference prior to October 15th.

<table>
<thead>
<tr>
<th>Objective Statements</th>
<th>Activities to Accomplish Objectives</th>
<th>Degree of Attainment (Furnish Support Data)</th>
</tr>
</thead>
</table>
When the objectives have been established for the year, the evaluatee and the evaluator sign and date below.

Evaluatee's Signature  Date Initiated  Evaluatee's Signature  Date Completed
Evaluator's Signature  Date Initiated  Evaluator's Signature  Date Completed
# Observation or Conference Report

<table>
<thead>
<tr>
<th>NAME</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CLASS/SUBJECT</th>
<th>TIME</th>
<th>LESSON/ TOPIC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>I. Lesson Objective</th>
<th>yes</th>
<th>no</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Was there evidence of a lesson objective?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Did the lesson objective appear to be appropriate for the learner?</td>
<td></td>
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<tr>
<td>C. Were the students achieving the lesson objective?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>II. Teaching Strategies</th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>A. Was the teacher teaching to the lesson objective?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Directions relevant?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Questions relevant?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Response relevant?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Activities relevant?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Was there evidence of diagnosis and prescription?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Was the teacher monitoring and adjusting to the learner?</td>
<td></td>
<td></td>
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<tr>
<td>D. Was the teacher using appropriate principles of learning?</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>III. Comments:</th>
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<table>
<thead>
<tr>
<th>IV. Follow-Up</th>
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</tbody>
</table>

Teacher ___________________________ Date ________________

- Your signature does not necessarily mean agreement with the report, but does signify that you have read it and received a copy.

Observer ___________________________ Date ________________
WINTON SCHOOL DISTRICT
TEACHER EVALUATION FORM

Teacher: _______________________________ School Year: __________________________

School: _______________________________ Date: _________________________________

Teaching Assignment: ___________________ Evaluator: _____________________________

Teacher Status: ______ Temporary ______ Probationary I ______ Probationary 2 ______ Permanent

The following evaluative statements are taken from the California Standards for the Teaching Profession (CSTP) and reflect the expectations of the Winton School District for effective teaching.

<table>
<thead>
<tr>
<th>Each statement is followed by a rating of one (1), two (2), three (3), four (4) or N/A. The number indicates the summative evaluation rating for that specific element of the California standard under consideration.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Exceeds Standard</td>
</tr>
<tr>
<td>2. Meets Standard</td>
</tr>
<tr>
<td>3. Needs Improvement</td>
</tr>
<tr>
<td>4. Does Not Meet Standard</td>
</tr>
<tr>
<td>N/A = Not Applicable</td>
</tr>
</tbody>
</table>

**Standard One: Engaging and Supporting All Students in Learning**

<table>
<thead>
<tr>
<th>Elements:</th>
<th>#</th>
<th>Comments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Using knowledge of students to engage them in learning.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2 Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3 Connecting subject matter to meaningful, real-life contexts.</td>
<td></td>
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</tr>
<tr>
<td>1.4 Using a variety of instructional strategies, resources, and technologies to meet students’ diverse learning needs.</td>
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<tr>
<td>1.5 Promoting critical thinking through inquiry, problem solving, and reflection.</td>
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<tr>
<td>1.6 Monitoring student learning and adjusting instruction while teaching.</td>
<td></td>
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</tr>
</tbody>
</table>

**Standard Two: Creating & Maintaining Effective Environments for Student Learning**

<table>
<thead>
<tr>
<th>Elements:</th>
<th>#</th>
<th>Comments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.</td>
<td></td>
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</tr>
<tr>
<td>2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.</td>
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<tr>
<td>2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.</td>
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</tbody>
</table>
**Standard Two: Creating & Maintaining Effective Environments for Student Learning (cont’d)**

<table>
<thead>
<tr>
<th>Elements</th>
<th>#</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.5 Developing, communicating, and maintaining high standards for individual and group behavior.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.</td>
<td></td>
<td></td>
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<tr>
<td>2.7 Using instructional time to optimize learning.</td>
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</table>

**Standard Three: Understanding and Organizing Subject Matter for Student Learning**

<table>
<thead>
<tr>
<th>Elements</th>
<th>#</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.3 Organizing curriculum to facilitate student understanding of the subject matter.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.4 Utilizing instructional strategies that are appropriate to the subject matter.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.</td>
<td></td>
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</tr>
<tr>
<td>3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content.</td>
<td></td>
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</tbody>
</table>

**Standard Four: Planning Instruction and Designing Learning Experiences for All Students**

<table>
<thead>
<tr>
<th>Elements</th>
<th>#</th>
<th>Comments</th>
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<tbody>
<tr>
<td>4.1 Using knowledge of students’ academic readiness, language proficiency, cultural background, and individual development to plan instruction.</td>
<td></td>
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<tr>
<td>4.2 Establishing and articulating goals for student learning.</td>
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<tr>
<td>4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.</td>
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<tr>
<td>4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.</td>
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<tr>
<td>4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.</td>
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</tbody>
</table>
## Standard Five: Assessing Students for Learning

<table>
<thead>
<tr>
<th>Elements</th>
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<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments.</td>
<td></td>
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</tr>
<tr>
<td>5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.</td>
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<tr>
<td>5.3 Reviewing data, both individually and with colleagues, to monitor student learning.</td>
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<tr>
<td>5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.</td>
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</tr>
<tr>
<td>5.5 Involving all students in self-assessment, goal setting, and monitoring progress.</td>
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<tr>
<td>5.6 Using available technologies to assist in assessment, analysis, and communication of student learning.</td>
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<tr>
<td>5.7 Using assessment information to share timely and comprehensible feedback with students and their families.</td>
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</tbody>
</table>

## Standard Six: Developing as a Professional Educator

<table>
<thead>
<tr>
<th>Elements</th>
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<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>6.1 Reflecting on teaching practice in support of student learning.</td>
<td></td>
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<tr>
<td>6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.</td>
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<tr>
<td>6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.</td>
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<tr>
<td>6.4 Working with families to support student learning.</td>
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</tr>
<tr>
<td>6.5 Engaging local communities in support of the instructional program.</td>
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</tr>
<tr>
<td>6.6 Managing professional responsibilities to maintain motivation and commitment to all students.</td>
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<tr>
<td>6.7 Demonstrating professional responsibility, integrity, and ethical conduct.</td>
<td></td>
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</tr>
</tbody>
</table>
Evaluator's Comments:

1. ☐ Exceeds standards

2. ☐ Meets standards

3. ☐ Needs improvement

4. ☐ Referred to PAR based on an overall unsatisfactory evaluation.

Teacher's Signature: ____________________________ Date: ______________

Evaluator's Signature: ____________________________ Date: ______________

*The teacher's signature does not necessarily mean agreement with any or all of the portions of this evaluation, but signifies that the evaluation has been read and a copy has been received. The employee has the right to attach a written statement to this evaluation.
May 31, 1979

Mr. Joe Basso
Public Employment Relations Board
Sacramento Regional Office
923 12th Street, Suite 300
Sacramento, California 95814

Mr. Bruce Fulmer, President
Winton Teachers Association/CTA/NEA
c/o CTA - Mr. Bill Walley
Merced/Mariposa UniServ
3175 Collins Drive
Merced, California 95340

Re: Case No. S-R-73

Dear Interested Parties:

At a meeting held May 30, 1979, the Winton School District Board of Trustees, in accordance with Section 33190 made the following decision:

1. The Winton School District has voluntarily recognized the Winton Teachers Association as the exclusive representative for an appropriate unit of employees described below for purposes of meeting and negotiating with the district;

2. No intervention has been filed during the posting period;

3. Employer: Winton School District, P. O. Box 8, Winton, California 95388, (209) 358-6541, Merced County.


5. The unit will consist of all certificated employees, excluding the Superintendent, Principals, confidential employees, and supervisory personnel.

6. The unit is comprised of thirty-four (34) employees.

7. The unit was recognized May 30, 1979.

Raymond Pitchett
District Superintendent

EEO/Affirmative Action Employer
CERTIFICATED GRIEVANCE REPORT

Name of Grievant: __________________________ DateFiled: __________________

Position: __________________________ Work Location: __________________

(If report cannot be completed in space provided, attach additional sheet)

LEVEL I

Date of Informal conference: __________

A. Date Cause or Grievance Occurred: ______________ Within time limits? _____ Yes _____ No

B. 1. Alleged violation of: Article: __________ Section: __________ Line(s): ______

2. Statement of Grievance: __________________________________________________________

______________________________________________________________

3. Remedy Sought: ________________________________________________________________

______________________________________________________________

Signature of Grievant Date

C. 1. Facts Investigated: ____________________________________________________________

______________________________________________________________

2. Disposition of Supervisor: ______________________________________________________

______________________________________________________________

Signature of Supervisor Date

D. Position of Grievant and/or Association: __________________________________________

______________________________________________________________

Signature of Grievant and/or Association Date

LEVEL II

A. Date Received by Superintendent: __________________________ Within time limits? _____ Yes _____ No

B. 1. Facts Investigate: ____________________________________________________________

______________________________________________________________

2. Disposition of Superintendent: _________________________________________________

______________________________________________________________

Signature of Superintendent Date

C. Position of Grievant and/or Association: __________________________________________

______________________________________________________________

Signature of Grievant and/or Association Date
LEVEL III

A. Date submitted to arbitration: ________________  Within time limits? _____ Yes _____ No

_________________________________________  Date

Signature of Association

_________________________________________  Date

Signature of Superintendent/Designee

_________________________________________  Date
CERTIFICATED COURSE APPROVAL FORM

TO: Personnel Office

This is to inform you that I _________________ intend to take ___________ units between this date and September 15 of this year.

This will give me ___________ units above my bachelor's degree.

The courses I will be taking will be as follows:

<table>
<thead>
<tr>
<th>Name of Course</th>
<th>Name of College</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. _________________</td>
<td>_________________</td>
<td></td>
</tr>
<tr>
<td>2. _________________</td>
<td>_________________</td>
<td></td>
</tr>
<tr>
<td>3. _________________</td>
<td>_________________</td>
<td></td>
</tr>
<tr>
<td>4. _________________</td>
<td>_________________</td>
<td></td>
</tr>
</tbody>
</table>

I am enrolled in the degree □ and/or credential □ program at __________________________ college *

If not a degree or credential program, specify the direct relationship of these courses to your assignment.

__________________________________________________________________________________

Specify number of class contact hours for each course. 1. _______ 2. _______ 3. _______ 4. _______

Specify any special projects or requirements related to your assignments.

__________________________________________________________________________________

PLEASE ATTACH COURSE DESCRIPTION (COLLEGE BULLETIN) FOR EACH OF THE COURSES

__________________________________________________________________________________

Employee Signature

Date

DO NOT WRITE BELOW THIS LINE

Courses Approved

1. _________________

2. _________________

3. _________________

4. _________________

Courses not approved

__________________________________________________________________________________

Administrator's Signature

Date

* Reference section 6.2.5.3.2 of the WTA Contract.
WINTON SCHOOL DISTRICT
CERTIFICATED APPLICATION FOR “SUPER 90”
COLLEGE COURSE APPROVAL

(Name of person making request)

(Date of request)

Site: ____________________ Grade Level: ________________

College/University: ________________________________

Location where course is given: ______________________

Course Number: ________________________________

Total Number of Classroom Hours: ________________

Date(s) of course: ______________________________

Number of Semester Hours: ________________

How does this course relate to your teaching area?

________________________________________________

________________________________________________

Attach course description and/or other support documents.

To Be Completed by the Personnel Office:

Date received: __________

Approved: ________ Comment: __________________________

Denied: ___________ Reason: ____________________________

____________________________________ Date: __________

Superintendent/Designee
WINTON SCHOOL DISTRICT
PERSONNEL SERVICES
CERTIFICATED VOLUNTARY TRANSFER APPLICATION

Name________________________ Site Desired________________________

Current School________________ Current Position____________________

WTA Contract: 7.3.3 All requests for voluntary transfers shall be considered on the basis of these three prioritized factors:

1. Credentials to perform the required services

2. District-wide seniority and experience in the appropriate grade level/subject area

If you are applying for more than one position, please indicate your choices in order of preference: (with first being first, and last being last)

Choice: __________________________________________

__________________________________________

__________________________________________

Credentials: __________________________________

Employee’s Signature: ________________________

This form will be used to notify employee of decisions made on this request.

ACCEPTABLE/UNACCEPTABLE (Circle One)

Explanation: __________________________________

__________________________________________

Administrator/Supervisor Signature: ______________ Date: ______________

ACCEPTABLE/UNACCEPTABLE (Circle One)

Explanation: __________________________________

__________________________________________

District Superintendent: ________________________ Date: ______________

Office Use Only: Date Received: ____________________