

CONTRACT FOR CERTIFICATED PERSONNEL

Between

WEAVER UNION SCHOOL DISTRICT

And

WEAVER ELEMENTARY TEACHERS' ASSOCIATION / CTA / NEA

July 1, 2023 through June 30, 2025

Mike Weber, Superintendent – Weaver Union School District

Teresa Strube, President – Weaver Elementary Teachers' Association

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## ARTICLE I – AGREEMENT

This agreement made and entered into this January 31, 2024, between the Weaver Union School District (hereafter referred to as “District”) and the Weaver Elementary Teachers’ Association/California Teachers Association/National Education Association (hereafter referred to as “Association.”)

This agreement shall remain in force and effect to and including June 30, 2026, and it will thereafter continue in effect year by year unless one of the parties notifies the other in writing no sooner than January 15, 2025, and no later than March 15, 2025 (or in the case of reopeners, the year before the reopener year) of its request to reopen, modify, amend, or terminate the Agreement.

The Parties may reopen in the second and third years of the contract the following: salary, percent increase, fringe benefits and two other reopeners each.

The Parties agree to meet within thirty (30) days of the mutual ratification of the collective bargaining agreement to read and initial a final copy of the new agreement. The Parties will post the new agreement online

### SIGNATURES:

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Mike Weber, Superintendent  
Weaver Union School District

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Teresa Strube, President  
Weaver Elementary Teachers’  
Association/CTA/NEA

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Date

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Date

## ARTICLE II – RECOGNITION

In accordance with the Certification of Representative, identified as Case Number S-R-333, S-D-18, approved by the Public Employment Relations Board on November 19, 1979, the Association is designated as the exclusive representatives of all the employees in the unit set forth below:

Shall INCLUDE: All certificated employees, except those specifically excluded below:

Shall EXCLUDE: Management employees as follows:

Superintendent; Assistant Superintendent; Principal; Vice-Principal

Director of Counseling and Guidance; School Psychologist;

Substitute Teachers; and, Summer School Teachers

## ARTICLE III – EMPLOYEE RIGHTS

The District and Association recognize the rights of the employees to form, join, and participate in activities of employee organization and the equal alternative right of employees to refuse to form, join, and participate in such activities.

### A. Public Complaints:

1. Whenever a complaint regarding a unit member is made by a member of the public to a District or School Administrator or a Board Member, the complainant will be advised to take the matter to the unit member who is the subject of the complaint.
2. If the complainant is unable or unwilling to resolve the complaint directly with the unit member involved, the complainant may submit an oral or written complaint to the unit member's principal or immediate supervisor.
3. When a written complaint is received by a principal or immediate supervisor, the principal or immediate supervisor shall notify the unit member who is the subject of the complaint.
4. If the complainant is unable to prepare the complaint in writing, administrative staff may assist the complainant to do so. If an administrator assists the complainant in drafting a written complaint, then the administrator will not be the administrator who investigates the complaint.
5. A written complaint must include:
  - a. The name of each employee involved; and,
  - b. A brief, but, specific summary of the complaint and the facts surrounding it; and,
  - c. A specific description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter.
6. The principal or immediate supervisor shall investigate the complaint and issue a decision within thirty (30) school days of receipt of the complaint. In any meeting between an administrator and a unit member to investigate a complaint, the unit member shall have the right to invoke their right to union representation at the meeting.
7. Complaints which are not sustained or verified by the unit member's principal or immediate supervisor shall not be referenced in any document which is placed in the

employee's personnel file.

8. This policy is inapplicable where a complaint of child abuse is alleged.

## ARTICLE IV – ASSOCIATION RIGHTS

- A. The Association and its authorized representative shall have the right to make use of school buildings and facilities at all reasonable hours for meetings concerned with exercise of its rights under the EERA. All association business, discussions, and activities will be conducted by unit members or Association officials outside the established work hours as defined in Article IX(B), herein, except on the unit member's break or during lunch hour provided other employees or students are not disrupted and will be conducted in places other than District property except when:
  - 1. An authorized Association representative obtains advance permission from the Superintendent or designee regarding the specific time, place, and type of activity to be conducted.
  - 2. The activity does not interfere with school programs or District employees at their duties.
  - 3. The Association agrees that the facility will be left in the same condition as before the use and if not, that it will pay for any damage that might occur.
  
- B. The Association may use the school mailboxes, email and the bulletin board spaces designated by the Superintendent subject to the following conditions:
  - 1. All posting for bulletin boards, email or items for school mailboxes must contain the date of posting or distribution and the identification of the organization.
  - 2. A copy of such postings, email or distributions must be delivered to the Superintendent or designee personally or in specific mailboxes or email at the same time of posting or distribution.
  - 3. The Association will not post or distribute information which is libelous or slanderous subject to the immediate removal by the District.
  
- C. The Association may be granted the use of equipment such as typewriters and copy machines provided it supplies materials necessary.



## ARTICLE V – DISTRICT RIGHTS

- A. It is understood and agreed that the District retains all of its power 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 the time and hours of operations; 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; ensure the rights and educational opportunities of students; determine staffing and patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move and modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
  
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District shall be limited only by specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

## ARTICLE VI – PROFESSIONAL DUES OR FEES

- A. The Weaver Elementary Teachers' Association (WETA)/CTA/NEA certifies that it will maintain individual employee authorizations for deduction of membership dues. Any unit member who is a member of WETA/CTA/NEA, or who has applied for membership, may sign and deliver to WETA/CTA/NEA an assignment authorizing deduction for unified membership dues. The District shall not make changes to an employee's membership dues deduction unless notified to do so by WETA/CTA/NEA.
- B. The District shall provide the WETA/CTA/NEA president a list of new hires in each school year no later than the first day of new employee service. The District will provide the union president or union representative with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email address on file with the employer, and home address of newly hired employees within thirty (30) days of hire or by the first pay period of the month following hire. The District will provide the union the information above every 120 days for all unit members. (Government Code 3558)
- C. With respect to all sums deducted by the District pursuant to Section A, 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, indicating any changes in personnel from the list previously furnished.
- D. WETA/CTA/NEA agrees to furnish any information needed by the District to fulfill the provisions of Section A of this Article.
- E. The WETA/CTA/NEA shall indemnify, defend and hold harmless the District from any and all claims, demands, suits, or any other action arising from the membership dues deduction provisions contained herein. The Association shall have the exclusive right to decide and determine whether any such action or proceeding concerning religious objections and charitable donations referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

## ARTICLE VII – GRIEVANCE PROCEDURE

### A. Definitions

1. A “grievance” is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by rules and regulations of the Board of Trustees, or by the administrative regulations and procedures of the District are not within the scope of this procedure.
2. A “grievant” is a member of the unit covered by this Agreement who files a grievance, or the Association.
3. A “day” is any day in which the administrative offices of the District are open.
4. The “immediate supervisor” is the lowest level administrator having immediate jurisdiction over the grievant, who has been designated to address grievances.

### B. Information Level

Before filing a written grievance, the grievant should attempt to solve the matter by an informal conference with his/her immediate supervisor.

### C. Formal Level

#### 1. Level I

- a. Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance on the appropriate form to his/her immediate supervisor.
- b. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the information conference, and the specific remedy sought.
- c. The immediate supervisor shall communicate his/her decision to the unit member in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

- d. Within the above time limits, either party may request a personal conference.

## 2. Level II

- a. If the grievant is not satisfied with the decision at Level I, he/she may, within five (5) days, appeal the decision on the appropriate form to the Superintendent or designee. The statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear, concise statement of the reasons for the appeal.
- b. The Superintendent or designee shall communicate his/her decision to the grievant within five (5) days. If the Superintendent or designee does not respond within the time limits provided, the grievant may appeal to the next level.

## 3. Level III

- a. If the grievant is not satisfied with the decision at Level II, he/she may, within five (5) days, submit a request in writing to the Superintendent for arbitration of the dispute. The Association must agree to such request in writing.
- b. The Association and District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.
- c. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- d. 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.
- e. The arbitrator shall 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.

- f. Actions by the District of its rights and responsibilities pursuant to Article V(B) shall not be subject to the Grievance Procedure unless those actions violate other provisions of the Agreement.
- g. 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 upon the parties.

D. Miscellaneous

1. The time limits set forth in this Article may be extended by mutual consent with written or email documentation agreeing to the extension.
2. The grievant will have the right to process his/her grievance with representation by the Association and also will have the right to process his/her own grievance, up to Level II, with the intervention of the Association.
3. The parties may mutually agree to accelerate the grievance procedure by proceeding to expedite arbitration.

## ARTICLE VIII – CERTIFICATED EMPLOYEE EVALUATION

The Site Principal or an appropriately appointed representative shall be responsible for evaluation of unit members.

### A. Probationary Evaluation

1. Preliminary observations followed by a conference with the unit member shall occur in early fall.
2. The first formal evaluation, with a report to the Superintendent's office, shall be completed by December 5<sup>th</sup>.
3. The second formal evaluation, with a report to the Superintendent's office, shall be completed on or before March 1<sup>st</sup>.

### B. Permanent Teacher Evaluations

1. A formal evaluation session shall be scheduled at least every other year for personnel with permanent status, except as noted in VIII(B)(2).
2. A formal evaluation session shall be scheduled at least every five (5) years for personnel with permanent status who have been employed at least ten (10) years with the District, are highly qualified, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, and if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.
3. Unit members to be evaluated during a particular school year shall be furnished a copy of the evaluation procedures and advised of the criteria upon which the evaluation is to be based.

- C. A written summary of the evaluation conference(s) shall be prepared by the Principal or designated evaluator and shown to the unit member and discussed with him/her within ten (10) working days following the evaluation. When reviewed by the unit member and the evaluator, the report shall be sent to the Superintendent's office no later than April 15<sup>th</sup> and shall become part of the unit member's personnel file. The unit member shall sign the evaluation (which need not imply concurrence) and may provide a written response within ten (10) working days to be attached. During the evaluation conference, the following may be discussed:

1. Strengths;
  2. Deficiencies;
  3. Recommendations.
- D. All personnel file records, reports, and files of evaluations shall be classified as confidential information. The unit member shall receive a copy of the evaluation.
- E. The evaluator shall annually advise the instructional staff of evaluation procedure and criteria utilized for evaluation.
- F. Each evaluation shall be based upon a minimum of one (1) direct observation of at least twenty (20) minutes.
- G. The evaluation shall be based upon direct observation of the unit member by the evaluator or an authorized, credentialed observer designated by the evaluator.
- H. The evaluation shall be based upon:
1. The progress of pupils toward established standards;
  2. The instructional techniques and strategies used by the unit member;
  3. The unit member's adherence to curricular objectives;
  4. The establishment and maintenance of a suitable learning environment, within the scope of the unit member's responsibilities; and
  5. Reasonable adjunct duties related to the unit member's assignment.
- I. In the case of a negative evaluation(s), the evaluator may take positive action to assist the unit member in correcting any cited deficiencies, including, but not limited to:
1. Specific recommendations for improvement;
  2. Direct assistance to implement such recommendations;
  3. Provisions of additional resources to be utilized to assist with improvements;
  4. Development of an improvement program.

- J. The evaluation shall not be based upon the unit member's personal, political or organizational preferences or beliefs.
- K. In preparing for the final evaluation for placement in the unit member's personnel file, the evaluator shall rely primarily upon data collected through classroom observations and evaluation conferences. Any deficiency, which may have been brought to the attention of the unit member, and subsequently improved, shall be noted as an improvement and included in the final evaluation form.
- L. The unit member evaluation shall not assess aspects of the educational program over which the unit member has no authority or responsibility.
- M. A final evaluation conference between the unit member and evaluator shall be held no later than thirty (30) days prior to the end of the school year to discuss the content of the final evaluation form.
- N. Personnel Files
  - 1. Materials in personnel files of unit members, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved.
  - 2. Such material is not to include ratings, reports, or records which:
    - a. Were obtained prior to the employment of the person involved;
    - b. Were prepared by identifiable examination committee members; or
    - c. Were obtained in connection with promotional examination.
  - 3. Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually requested to render services to the employing district.
  - 4. Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless 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 shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.



## ARTICLE IX – TEACHING HOURS

- A. The length of the teacher day shall be seven (7) hours, including lunch, for all unit members. Each school site shall establish the actual teacher day. In no case shall the teacher day start before 7:45 a.m. or end later than 3:35 p.m. Unit members shall not be required to serve before the start of the teacher day except when meetings, conferences, or yard duty require earlier attendance. Unit members will not be required to serve yard duty prior to 7:45 a.m.
- B. There shall be at least a thirty (30) minute duty free (uninterrupted) lunch period provided for each unit member.
  - 1. Noon duty shall be limited to fifteen (15) minutes of the student lunch period. The number of unit members required to serve noon duty shall be limited to one (1) per lunch period per school. Such duty will be rotated equally among the unit members. Any increases in the number of lunch periods will be open to negotiations.
- C. All teaching unit members shall normally have five (5) unassigned periods per week set aside exclusively for preparation and planning. All teaching unit members will have the unassigned periods scheduled within their teaching hours.

Unit members shall not be required to substitute during their assigned preparation period.

- D. Unit members are responsible for reasonable instructional duties which may include program development, professional growth activities, committee assignments, staff and district meetings, special help to students, back-to-school nights, supervision, and other related professional activities for example IEP and similar meetings. These duties shall be reasonable and equitably allocated among unit members within each building or site.
- E. Qualified nurses shall be the only bargaining unit members required to provide and conduct necessary specialized health care procedures, including, but not limited to, catheterization, crede, diapering, injections, ileostomies, colostomies, gastrostomies, tracheostomy, suction, oxygen administration, gavage feeding and draining. Unit members may be required to attend training on said procedures in order to be prepared to respond in a medical emergency situation.
- F. The district will designate one “Professional Day” on the district calendar for teacher preparation and planning. This day will be prior to the start of the school year for students. The administration will not schedule meetings on this day.
- G. Each school site shall schedule four (4) minimum days during which parent conferences are to be held.

1. Two (2) conference minimum days will be held on or about the end of Trimester 1 and Trimester 2.
  2. The procedures for conferences shall be determined by the sites, but must fit within the following parameters:
    - a. With the exception of two (2) hours of conference time, the unit members' duty day will be the student minimum day. Sites will not schedule after school meetings or duties other than conferences on conference minimum days.
    - b. Conferences can be scheduled immediately after student release or deferred to a later starting time on the same date.
    - c. All certificated unit members will be at their school site during scheduled conference times and must stay for the two (2) scheduled hours of conference time each day.
- H. All unit members shall participate in one (1) school sponsored community event per year outside of contractual hours, such as 8<sup>th</sup> Grade Graduation, Literacy Night, EL Re-classification Banquet, Kindergarten testing, Pancake Breakfast, Spring Sing, STEAM Night, etc.
- I. Collaboration time shall be designated for certificated unit members to engage in collaboration and planning with grade level and/or departments. Collaboration time shall be a minimum of thirty (30) minutes in duration. Collaboration shall be facilitated by certificated unit members and have a generated framework in consultation with Administration and align with District goals.

## ARTICLE X – LEAVES OF ABSENCE

A. The benefits, which are expressly provided by this Article, are the sole benefits which are part of this collective agreement and are subject to Article VI(B). Absences for leaves are subject to reasonable verification by the District.

### 1. Sick Leave

a. Unit members shall be entitled to ten (10) days of sick leave per school year and shall receive five (5) months extended illness leave as required by the Education Code.

### 2. Leave for Pregnancy, Related Disability and Bonding

a. Unit members are entitled to use sick leave as provided in this section for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. 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 her physician.

b. Unit members are entitled to differential leave and other State and/or Federal leave for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave, as set forth in this section, has been exhausted. The date on which the unit member shall resume duties shall be determined by the unit member on leave and her physician. When all paid leaves are exhausted, unit members may be eligible for leave without pay or benefits.

c. The unit member shall provide the District, upon request, additional verification of the disability.

d. The unit member on leave for pregnancy disability shall be entitled to return to their position according to State or Federal guidelines or a position comparable to that held at the time leave commenced.

### 3. Parental Leave

a. All unit members shall be entitled to use up to twelve (12) work weeks of parental leave for reason of the birth of a child or the placement of a child with the unit member in connection with the adoption or foster care of the child by

the unit member.

- b. Parental leave shall run concurrently with unpaid leave under the California Family Rights Act (CFRA). Current and accumulated sick leave shall be used for parental leave until it is exhausted. Thereafter the unit member shall receive differential pay or fifty percent (50%) pay, whichever is greater.
- c. Parental leave under this section shall be interpreted consistently with CFRA, except that a unit member shall be eligible for parental leave even if he/she did not work 1,250 hours during the previous twelve (12) months. The total aggregate parental leave and CFRA leave taken shall not exceed twelve (12) workweeks in a twelve (12) month period.

#### 4. Bereavement Leave

- a. A unit member shall be entitled to a maximum of three (3) days of leave of absence, or five (5) days of 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. If out-of-state travel is not required, a unit employee is entitled to up to two (2) additional days of leave of absence without pay (for a total of five (5) days;) however, a unit employee may use vacation, personal leave, accrued and available sick leave or compensatory time off for these additional days of bereavement leave.
- b. For the purposes of this provision, members of the immediate family, as used in this section means the mother, father, foster parents, aunt, uncle, grandmother, grandfather, or a grandchild of the unit member or of the spouse/domestic partner of the unit member; and the spouse/domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the unit member, the ex-spouse of the unit member when there is a minor child from the former marriage, or of any relative living in the immediate household of the unit member; or any designated person related by blood whose association with the unit member who is the equivalent of a family relationship. The designated person may be identified by the unit member at the time the unit member requests the leave. A unit member may designate only one such person as an “immediate family” member per 12-month period (rolling forward.)
- c. Unit members shall be eligible to use sick leave on account of the death of other family members in full day increments not to exceed leave of absence as described in section 4(a) above with approval of the Superintendent or designee.

- d. If requested by the District, a unit member shall provide documentation of the death of the immediate family member within 30 days of the first day of leave.
- e. Bereavement leave need not be used on consecutive days, but must be used within three (3) months of the date of the death of the immediate family member.
- f. The days of bereavement leave need not be consecutive. (GC 12945.7(c)) The bereavement leave shall be completed within three (3) months of the date of death of the family member. (GC 12945.7(d))

5. Industrial Accident Leave

- a. Unit members shall be entitled to industrial accident leave as provided in the Education Code (Section 44984).

6. Jury Duty

- a. The Governing Board may grant leaves of absence with pay to serve as jurors or court witnesses (other than for personal business).
- b. There shall be no loss in salary provided fees received by the unit member for such service are paid to the school district.

7. Personal Necessity Leave

- a. Unit members may use up to seven (7) days of accumulated sick leave during any school year in case of personal necessity as set forth below.
- b. Personal necessity leave shall be granted without advance permission for the following reasons:
  - 1. Extension of bereavement leave; and,
  - 2. Accident, which is unforeseen, involving one's person or property of the person or property of a member of his/her immediate family.
- c. Personal necessity leave may also be used only for the following reasons and the unit member must provide timely notice sufficiently in advance [at least forty-eight (48) hours or as soon as possible] to allow the securing of a substitute. It is understood that should a substitute be unavailable to cover the classroom, the unit member may be notified and shall (upon notification) be

expected to report to work as scheduled, except in cases of extreme emergency.

1. Serious illness of a member of his/her immediate family;
  2. Appearance in court as a litigant, or as a witness under official order, or response to an official order from another governmental jurisdiction for reason not brought through the connivance or misconduct of the unit member of such emergency nature that the presence of the unit member is required during his/her regular working hours and no alternative meeting time during non-duty can be arranged;
  3. Settling of legal affairs and other serious personal emergencies which cannot be resolved on a non-work day;
  4. Paternity leave for new fathers;
  5. Immediate danger to the home of the unit member serious in nature, which under the circumstances, cannot be disregarded and required attention during assigned hours of service; and,
  6. The District may provide up to two (2) days of personal necessity leave for bereaving the death of a close friend or a person living in the unit member's immediate household.
- d. For the purposes of this provision, members of the immediate family, as used in this section, means mother, father, foster parents, aunt, uncle, grandmother, grandfather, or a grandchild of the unit member or the spouse/domestic partner of the unit member; and the spouse/domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the unit member, the ex-spouse of the unit member where there is a minor child from the former marriage, or of any relative living in the immediate household of the unit member.
- e. Reasons for which personal necessity leave will not be approved include the following:
1. Attendance at or participation in functions or activities which are primarily for the unit member's pleasure or amusement;
  2. The extension of holidays or vacation periods for personal convenience;

3. Accompanying a spouse on a trip when such travel is not otherwise authorized by these rules;
4. Seeking or engaging in remunerative employment; and,
5. Engaging in illegal activities.

8. Catastrophic Leave

- a. A “catastrophic illness” or “catastrophic injury” means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other fully paid time off. Stress is excluded in this definition of “catastrophic illness.”
- b. Catastrophic leave credit means sick leave donated to one unit member from another unit member’s accrued sick leave.
- c. Eligibility: Catastrophic leave credit may be donated to a unit member for a catastrophic illness or catastrophic injury if all the following requirements are met:
  1. The bargaining unit member who is suffering from a catastrophic illness or catastrophic injury requests in writing that catastrophic leave credit be donated and provides verification that the unit member is unable to work due to catastrophic illness or catastrophic injury.
  2. The unit member requested the donation of sick leave has exhausted all accrued sick leave credits.
  3. Conditions of the catastrophic leave program:
    - a. No certificated employee may donate sick leave days unless he/she has a minimum of fifteen (15) days of accumulated sick leave and may donate only in excess of those fifteen (15) days, up to a maximum donation of five (5) days per year.
    - b. Any unused sick leave transferred under this agreement will be returned to the employee who donated it at the end of the fiscal year.

- c. The maximum amount of donated leave credit that may be used by an individual under this agreement is ninety (90) days in any school year.
- d. Catastrophic leave credit shall not be used for illness or disability which qualifies the participant for Worker's Compensation benefit.
- e. The identities of all donors shall remain confidential.
- f. Upon the written request of the unit member, the District will issue a "call for donations" and will create a file of donated sick leave days which will become available to the unit member.

The District Office shall maintain on file the sick leave donated and distributed. A list of donated days will be created by the District Office in the order they are received.

The District Office will go through the list using one day from each donor as needed.

When one day has been taken from each donor on the list, the District Office will repeat the process as needed.

Donated days are irrevocable; however, any donated days not used by the end of the school year will be credited back to the donor.

- b. All voluntary donations of sick leave shall be made available to the unit member up to the maximum specified above.
- c. District accounting of sick leave donated and distributed is not subject to the grievance procedure. Nor, can it be cause for legal action by WETA or individual unit members. In the event of a dispute over the accounting of sick leave donated and distributed through the Catastrophic Leave section, the District will make available District records for the Catastrophic Leave provisions to a WETA designee to help resolve the dispute. Unit members accept that all donated sick leave days are given at the donor's risk.
- d. Donated sick leave not utilized by the recipient unit member prior to return to service shall be returned to donors.

## 9. Leave Without Pay



- a. A unit member may apply for a leave of absence without pay for the purposes below, which include, but are not limited to, the following:
  - 1. Childrearing leave;
  - 2. A unit member adopting a child;
  - 3. Study leave;
  - 4. Matrimony leave;
  - 5. Mental relief time;
  - 6. Legislative leave;
  - 7. Pursuit of personal interests; and,
  - 8. Family emergency.
- b. The District shall provide the unit member the opportunity to continue employee benefits at the unit member's expense, subject to the approval of the insurance carrier. Arrangements shall be made through the District Office.

#### 10. Miscellaneous

- a. Upon return from leave of absence, the unit member shall be entitled to return to the same position held prior to the commencement of the leave of absence or to a comparable position.

#### 11. Reproductive Loss Leave

- a. An eligible unit member may take up to five (5) days of reproductive loss leave following a reproductive loss event. A "reproductive loss event" is defined as the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. Days for reproductive loss may be taken nonconsecutively.
- b. Such leave must be completed within three (3) months of the event, except that if a unit member takes another available leave prior to or immediately following a reproductive loss event, the unit member shall complete the reproductive loss leave within three (3) months of the end date of the other

leave.

- c. If a unit member experiences more than one (1) reproductive loss event within a 12-month period, the unit member may take up to 20 days within a 12-month period.
- d. A unit member may use bereavement leave, accrued and available sick leave, personal leave, vacation, or compensatory time off for reproductive loss leave. If no such leaves are available, reproductive loss leave shall be unpaid.
- e. The parties intend for this Section to be interpreted consistent with Government Code § 12945.

## ARTICLE XI – TRANSFERS AND REASSIGNMENT

- A. A reassignment refers to a change of grade levels/subject area.
- B. A transfer refers to the movement from one school site to another.
- C. Announcements of specific certificated openings will be posted on the Association bulletin board and distributed by District email to all unit members. The posting shall contain a closing date and a description of the position, including grade level, site, track, and/or subject area.

The District will post new or vacant certificated bargaining unit positions for a period of not less than five (5) workdays. The parties' intention in an open posting of vacancies is efficiency and in no way impacts or impairs current employees' opportunity or right to new or vacant certificated bargaining unit positions. Current employees shall be considered first.

Any teacher who wants to be notified of a certificated opening will provide the District with a self-addressed, stamped, envelope. The District will be responsible for mailing the announcement to the teacher who has provided the envelope.

### D. Employee-Initiated Reassignment

- 1. Unit members may submit a request for reassignment to the District at any time, whether or not a vacancy exists. A unit member may also submit a request for reassignment prior to or during the posting period of a vacancy pursuant to the posting procedure of this Article. Employee-Initiated reassignments may only be requested by permanent unit members.
- 2. Unit members submitting reassignment requests shall be given first consideration. Such consideration will include the following factors:
  - a. Area of credential and preparation;
  - b. Availability of qualified replacement teacher for current assignment; the District will take steps to make a good faith effort to find a suitable replacement; and
  - c. Length of District service.
- 3. If all other factors are equal, length of service will determine selection.

### E. District-Initiated Reassignment

1. A District-initiated reassignment will be made only when it is considered to be in the best interest of the District. Whenever possible, the District will not require a unit member to take a reassignment more than two (2) times in five (5) years.
2. Notice of District-initiated reassignment shall be given to the affected unit member as soon as possible and not, except in cases of emergency, later than twelve (12) calendar days prior to the member's last duty day. If the District notifies the affected unit member later than this date, but prior to the first day of the new assignment, the District shall provide one (1) day of release time for the unit member. The District will provide an additional day of release time, for a total of two (2) release days, for a unit member notified of a reassignment after the start of the first duty day in the new school year. The unit member must use the release day(s) within the first sixty (60) duty days in the new assignment, with prior District approval. The District will provide appropriate start-up materials for the new assignment.
3. A District-initiated reassignment shall take place only after a meeting between the unit member and his/her representative (unit member's prerogative) and the Superintendent or designee.
4. The unit member shall be notified of the reasons for the reassignment.
5. District-initiated reassignment shall not be used as a disciplinary measure.

F. Employee-Initiated Transfer

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 prior to or during the posting of a vacancy pursuant to the posting procedure of this Article. Employee-Initiated transfers may only be requested by permanent unit member.
2. Unit members submitting transfer requests shall be given first consideration. Such consideration shall include the following factors:
  - a. Area of credential and preparation;
  - b. If the request is for the current school year, availability of a qualified replacement teacher for the current assignment of the unit member requesting transfer; (the District will make a good faith effort to find a suitable replacement);
  - c. Length of District service;

- d. The educational needs of the District;
  - e. Denial of transfer cannot be used as a punitive or arbitrary action by the District.
3. If all other factors are equal, length of service shall determine selection.
  4. If a unit member's request for a voluntary transfer is denied, the unit member, upon request, shall be granted a meeting with the Superintendent or designee to discuss the reasons for the denial. Following the meeting, the unit member may request and shall receive written reasons for the denial.

#### G. District-Initiated Transfer

1. A District-initiated transfer will be made only when it is considered in the best interest of the District.
2. District-initiated transfer may be made for the following reasons:
  - a. Educational needs of a school or the District;
  - b. Changes in enrollment;
  - c. Opening and closing of school or when boundary adjustments are made;
  - d. Reduction or elimination of staffing or programs;
  - e. To further the best interests of the school or District, provided the reason is not arbitrary.
3. Whenever possible, the District will not require a unit member to be transferred more than two (2) times in a five (5) year period.
4. Notice of District-initiated transfer for the next school year shall be given to the affected unit member as soon as possible and not, except in the cases of emergency, later than twelve (12) calendar days prior to the unit member's last duty day.
5. If a District-initiated transfer is made after the school year has begun, the District will provide the affected unit member with two (2) release days for preparation before assuming the new assignment.
6. The unit member being transferred shall have the right to meet with the Superintendent or designee regarding said transfer. Following the meeting, the unit member may request and

shall receive written reasons for the transfer.

7. The District shall provide assistance in moving a unit member's materials whenever a unit member is transferred/reassigned.
8. District-initiated transfers shall not be for arbitrary reasons.

## ARTICLE XII – TEACHER SAFETY

- A. The District and Association agree that the major responsibility for the safe working conditions is that of the District, and the major responsibility for the maintenance of safety procedures and practices is that of the unit member.
- B. A unit member who discovers a condition on the job, which he/she believes is unsafe or might unduly endanger health, shall take any steps in his/her control to alleviate the unsafe or unhealthy conditions and report immediately the condition to his/her immediate supervisor. If a unit member observes a student committing an act prohibited by Education Code Section 48900, he/she must immediately report this to his/her immediate supervisor. Site administration will take steps to ensure that Education Code Section 48900 is reviewed with unit members each school year.
- C. The District will inform the unit member of the corrective action being taken upon request.
- D. The District will maintain health and safety standards in accordance with applicable State Law.
- E. In the event of an emergency (earthquake, or other act of God, act of violence, or other), unit members will be available beyond the normal workday to attend to the emergency, assist students and other staff, and cooperate with other government agencies pursuant to their obligation under Government Code Sections 3100 et seq. Site administration may release individual unit members based on the needs of the site to cope with the emergency.

## ARTICLE XIII – SAVINGS

- A. If any provision(s) of this Agreement or any application therefore, to any unit member, is held by a court of competent jurisdiction to be contrary to the law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.



## ARTICLE XIV – EFFECT OF AGREEMENT

- A. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and State laws to the extent permitted by State law. In the absence of specific provisions in the Agreement, such practices and procedures may be determined by the District.

## ARTICLE XV – CONCLUSIVENESS OF AGREEMENT

- A. The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process.
- B. During the term of this Agreement, the Association and the District expressly waive and relinquish the right to meet and negotiate after the Agreement is ratified by both parties and agree that the District shall not be obligated to meet and negotiate with the Association with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District and the Association at the time they met and negotiated on and executed this Agreement; and even though such subjects or matters were proposed and later withdrawn. This provision does not prohibit the parties from negotiating reopener items as set forth in Article I – Agreement, from negotiating in a new contract, or from any negotiations mutually agreed upon.
- C. The District agrees to notify the Association of its intent to change any of the provisions of this Agreement during the term of this Agreement. Following such notification, and upon the request of the Association, the District agrees to meet and negotiate with Association representatives in an attempt to resolve differences over the proposed change.

## ARTICLE XVI – FRINGE BENEFITS

- A. Unit members are required to join the District group health, group dental, and group vision plans within sixty (60) days of employment.
- B. Effective July 1, 2023, the District shall contribute to a maximum of \$10,360.00 per year for all regular full-time unit members and dependents. Should the premium of health, dental, and vision plans exceed this maximum at any time, the difference shall be deducted from the unit member's salary monthly. The health benefit cap \$10,360.00 will remain at status quo for 2024 - 2025.
- C. Unit members who retire from service with the District will be provided with a retirement benefits package which will include medical and prescription coverage under the following conditions:
  - 1. The retiring unit member must have at least twenty (20) years of full-time employment with the District in a certificated position;
  - 2. The unit member must be fifty-five (55) years of age or older to participate;
  - 3. These benefits will be provided for eligible family members of the unit member;
  - 4. Retirees receiving medical coverage will receive the same level of payment provided active unit members at the time of the unit member's retirement;
  - 5. These benefits will be provided for a period of three (3) years or until the member is Medicare eligible, whichever comes first.
  - 6. This clause will sunset on June 30, 2026, unless both parties mutually agree to modify or extend it prior to that date;
  - 7. Retiring unit members shall have the same medical and prescription coverage as provided to current unit members annually.
- D. The District will offer the SISC Flex Section 125 Plan for unit members.
- E. The District will offer at least four (4) health care plan options to unit members. Each unit member will choose one of the available options. See Appendix A for a choice of options.

Total Compensation Recognized as 6.5% over 2 years.

## ARTICLE XVII – SALARY

For 2023 – 2024, the base salary schedule for all unit members shall increase by 6.0% effective July 1, 2023 and 0.50% effective July 1, 2024.

### A. Stipends

1. The following stipends will be in effect for the 2018 – 2019 term of this Agreement:

- a. Special Education \$3,000.00\*  
Speech Therapist \$3,000.00  
School Nurse \$3,000.00  
Library Media Specialist \$3,000.00
- b. Bilingual Credential \$1,081.50
- c. Master’s Degree \$643.65
- d. Doctorate Degree \$643.65
- e. Teacher Mentor (PIP, STP, Intern) \$1,312.50 (Teachers are limited to and combination of Mentor Teacher and/or TIP provider assignments not to exceed two (2) per year.)
- f. TIP Support Provider \$2,625.00 (Teachers are limited to and combination of Mentor Teacher and/or TIP provider assignments not to exceed two (2) per year.)
- g. K – 6 grade teachers, in regular education class assignments, who average five (5) or more RSP students with IEP’s assigned to their home room by April 1<sup>st</sup> will receive a stipend of \$500.00 to be paid at the end of the school year.  
  
\*\$3,000.00 – If teaching in a designated Special Education class with either a Specialist Instruction credential in Special Education, Learning Handicapped or Special Education Resource Specialist Certificate of Competence, or any other regular credential authorizing service in a special day class (SDC) or resource specialist class (RSP).
- h. Unit members in regular education class assignments, assigned to Inclusion Classrooms will receive a stipend of \$500.10 to be paid at the end of the school year.

2.

- a. See Appendix B for a list of available Extra Duty positions.
- b. District will post Extra Duty positions on or about July 1st , and will stay open until filled. Each member will receive a copy of the posting by District email.

B. Salary Schedule Placement for Unit Members New to the District

1. Unit members new to the District may receive credit for up to ten (10) years of full-time teaching experience in an elementary, junior high, or high school. All teaching experience must have been earned within ten (10) years prior to the date of application. (The Parties agree to make recently hired teacher “whole” for their placement on the salary schedule, see District’s list attached for this placement.)
2. Salary schedule credit for college or university classes/workshops.
  - a. New unit members will receive salary schedule credit for those graduate or undergraduate courses required to complete credential or certificated requirements for the appropriate K-8 teaching credential or certificate, and 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, which are related to teaching as determined by the Superintendent or designee.
3. Placement on the salary schedule.
  - a. Unit members new to the District will be placed on the salary schedule in the appropriate classification by September 30<sup>th</sup> of the school year in which they are hired, provided the District has received the appropriate transcripts from the college or university attended.
  - b. A unit member hired after the beginning of the school year must file his/her credential within one (1) week after hire in the District Superintendent’s Office and the Merced County Office of Education.

C. Schedule Placement for Unit Members Currently Under Contract

1. Vertical Movement

- a. Each unit member shall receive one (1) vertical salary increment per year in the classification for which the unit member qualifies.

2. Horizontal Movement

- a. Each unit member is required to file an intention of a horizontal move in classification by April 1<sup>st</sup> of the year preceding the move.
- b. One (1) horizontal move per year will be permitted.
- c. Proof of units taken each year must be furnished to the Superintendent or designee by September 30<sup>th</sup>.
- d. All units taken for salary credit must be submitted to the Superintendent or designee with an official transcript or grade card having the official seal or signature of the college or university registrar to be acceptable for the salary credit.
- e. A unit member may take up to eighteen (18) semester units or quarter hour equivalent per school year for credit.

3. Regulations for college or university units with each fifteen (15) division of the salary schedule.

- a. All upper division and graduate units from accredited college or universities that are related to subjects taught in the District K-8 curriculum will be accepted for salary credit.
- b. Up to six (6) semester units of junior college or low division units will be allowed in each fifteen (15) unit division.
- c. The Superintendent or designee may direct unit members to take specific courses designed to improve the member's abilities as a classroom teacher. Such direction should be in writing and shall be based on the employee's evaluation. Said evaluation must indicate unsatisfactory performance and be a part of the improvement plan. Such courses may not exceed six (6) units for each year and nine (9) units during time of employment with the District. Directed courses will count fully toward salary credit.
- d. All courses taken must have the prior approval of the Superintendent or designee.
- e. The Professional Course Evaluation Committee will consist of four (4) people: two (2) unit members appointed by the Association; one (1) from grades K-4; one (1) from grades 5-8; and two (2) designees from the Superintendent. Superintendent or designee who previously denied a course request shall not

sit on the committee.

1. The Committee will review any courses that were previously denied by the Superintendent or designee upon request of the unit member. The Committee has final approval for courses, which will be credited for horizontal movement on the salary schedule. In an emergency, the Superintendent, designee or Committee may provide retroactive approval for taking a class for salary credit.
  2. All decisions of the Committee require an affirmative vote of three-fourths (3/4) of the Committee's members.
  3. The Superintendent or designee will establish Committee meeting dates after consulting with the Committee members.
  4. The Superintendent or designee will serve as Chairman of the Committee.
- f. The Professional Course Evaluation Committee will ensure that classes approved for credit will meet the conditions set out in Section (D)(3) of this Article.
4. For the purpose of placement on the salary schedule, each of the unit divisions shall be defined as follows:
    - a. Class I: Class I shall include any unit member holding a BA, BS or higher degree, plus a current California teaching credential and fifteen (15) semester college or university units or the quarter hour equivalent.
    - b. Class II: Class II shall include any unit member holding a BA, BS or higher degree, plus a current California teaching credential and thirty (30) semester college or university units or the quarter hour equivalent.
    - c. Class III: Class III shall include any unit member holding a BA, BS or higher degree, plus a current California teaching credential and forty-five (45) semester college or university units or the quarter hour equivalent.
    - d. Class IV: Class IV shall include any unit member holding a BA, BS or higher degree, plus a current California teaching credential and sixty (60) semester college or university units or the quarter hour equivalent.
    - e. Class V: Class V shall include any unit member holding a BA, BS or higher degree, plus a current California teaching credential and seventy-five (75)

semester college or university units or the quarter hour equivalent.

D. Credentials

1. All unit members must hold a valid California teaching credential in a field appropriate to their grade level and subject area assignment. All unit members must have their credentials on file by September 1<sup>st</sup> of each school year in the District Office and with the Merced County Office of Education or provide acceptable verification that an appropriate credential has been applied for with the California Commission on Teacher Training and Credentialing.

E. Pay for District teachers who work as substitute teachers when off-track shall be at the current daily substitute rate. Teachers must notify the District in writing at the beginning of the year that they wish to be used as substitutes.

F. The District will pay the current IRS approved mileage reimbursement rate to teachers who are assigned to work at more than one campus for mileage between campuses during the work day.

G. Salary

1. District will pay unit members an hourly rate of forty dollars (\$40.00) per hour for any unit work not otherwise specified in this Agreement.
2. District will pay unit members an hourly rate of fifty dollars (\$50.00) per hour for the following:
  - a. Summer School Teacher
  - b. Intersession (Off-Track) Teacher
  - c. Home or Independent Study Teacher

3. The hourly rate shall not apply to translating verbal and written communications.

4. Duties as listed in Article IX of this contract are not covered by the hourly rate language.

5. Intersession and summer school positions will be open to unit members at site location first. If positions are unfilled, positions will then be opened to unit members at other district sites. If positions remain unfilled, then positions will be opened to non-members.

H. The District may offer up to two (2) days of voluntary in-service training outside of the certificated duty year. These in-service days will be equal in length to the contracted duty day for teachers. Unit members who volunteer to attend will receive three hundred seventy-five dollars (\$375.00) for each



day of attendance. The District will give teachers one (1) months' notice of the in-service. The District will be required to offer this training if and when the State provides sufficient and specific funding.

- I. In 2021 all bargaining unit members shall receive a one-time, off schedule bonus for professional services outside the duty day during COVID-19 in the amount of two thousand dollars (\$2,000.00), prorated for assignments which are less than 1 FTE. This bonus shall be provided on the first payroll following ratification of this Agreement.

## ARTICLE XVIII – GOLDEN HANDSHAKE

The District will offer the Golden Handshake retirement provisions authorized by the State Teachers Retirement System, which grants to eligible unit members two (2) years of service credit upon retirement. In order to qualify for this provision, unit members must have been employed by the Weaver Union School District for at least ten (10) years and meet all the requirements established by STRS.

Effective July 1, 2016, in order to qualify for this provision, the unit member must have been employed by the Weaver Union School District for at least fifteen (15) years and meet all requirements established by STRS.

Effective July 1, 2016, the Golden Handshake will be offered every third (3<sup>rd</sup>) year, but not offered for the 2016 – 2017 school year.

The next Golden Handshake will be offered in the 2018 – 2019 school year and then in the 2021 – 2022 school year and every third (3<sup>rd</sup>) school year thereafter.

The District may offer the Golden Handshake in other school years at its sole discretion.

## ARTICLE XIX – YEAR-ROUND EDUCATION

- A. Unit members may arrange to trade teaching days. The District must approve any arrangement to trade teaching days.
- B. Roving teachers will be assigned, as needed. Volunteers shall receive first consideration. If no unit member volunteers, the unit member with the least seniority shall be the roving teacher.
- C. If, at the end of the year, that unit member chooses not to continue as a roving teacher, the unit member with the next least seniority shall become the roving teacher. The assignment continues to change in the foregoing manner on a yearly basis, as needed.
- D. The roving teacher shall receive a five hundred dollar (\$500.00) stipend or shall not be assigned yard duty for the year.
- E. The District will make a reasonable effort to give priority to off-track unit members for substitute service.
- F. Work year for unit members shall be 182 days for the 1993 – 1994 school year.
- G. The 1994 – 1995 calendar will reflect one (1) less teacher workday (181). Minimum days (other than end-of-year) will be eliminated.
- H. Both parties agree that, should the District or any school within the District convert back to traditional calendar, the teacher duty year will return to 184 days for returning teachers, and 185 days for new teachers.
- I. The District will increase the duty day to maintain the minimum number of minutes required by the State. Should the District convert back to a traditional calendar, the duty day will revert to what it was in the 1990 – 1991 school year.
- J. At the District’s discretion, the following positions shall have an extended work year:
  - 1. Library Media Specialist: Regular contracted work year, plus up to fifteen (15) extra work days;
  - 2. Music Teacher: Regular contracted work year, plus up to fourteen (14) extra work days;
  - 3. Success for All Facilitator: Regular contracted work year, plus up to fifteen (15) extra work days;

4. Teacher/Computer Coordinator: Regular contracted work year, plus up to fifteen (15) extra work days.
- K. An extended work year position is defined as a position with duty days beyond the regular contracted work year.
1. These extended work year positions may be renewed from year to year at the District's discretion. The Association shall be notified, in writing, of the District's decision to renew extended work year positions prior to Board approval of the offers of employment for the following school year.
  2. Certificated unit members with extended work year positions shall receive their per diem rate for all duty days beyond the regular contracted work year.
  3. If the District identifies a need to extend the work year of any additional certificated unit members after the commencement of the school year, it shall negotiate a Memorandum of Understanding (MOU) with the Association regarding the extended work year position. The MOU shall be signed by the parties. The extended work year shall remain in effect during the current school year. The District shall not renew the extended work year position for the subsequent school year without negotiating with the Association.
  4. If the District identifies a need for an extended work year position before the commencement of the school year, it shall negotiate the creation of the extended work year position with the Association. It shall advertise the availability of the position in-house in the customary manner for in-house opportunities and take application of interested District personnel. However, the District shall have the right to select a candidate of its choosing in its sole discretion. For extended work year positions made after the beginning of a work year, the position shall be advertised in-house before it is renewed by the District.
  5. Once an extended work year position has been advertised, the District shall be able to renew it from year to year without additional advertisement.

## ARTICLE XX – DUE PROCESS FOR DISCIPLINE OF EMPLOYEES

- A. This Article addresses disciplinary action and due process.
- B. As used in this Article, “discipline” means suspensions without pay of not more than fifteen (15) days for permanent unit members.
- C. Discipline will be based on just cause.
- D. Notice of disciplinary action will be provided to the unit member, including the action to be taken and the facts upon which the action is based. The notice will be in writing.
- E. The unit member will have five (5) working days to appeal the decision, by filing an appeal at the Superintendent’s level of the grievance procedure.
- F. The appeal will be submitted to arbitration pursuant to the grievance arbitration procedure as set forth in Article VII(B).

## ARTICLE XXI – CLASS SIZE

A. The following ratio of students to classroom teachers shall be established:

- |                            |    |
|----------------------------|----|
| 1. TK                      | 24 |
| K                          | 24 |
| 1 – 3                      | 24 |
| 4 – 5                      | 32 |
| 6 – 8 (academic classes)   | 32 |
| 7 – 8 (laboratory classes) | 32 |
| Performing band            | 60 |
| 4 – 8 (band sections)      | 15 |
| 4 – 8 (chorus)             | 40 |
| K – 3 (physical education) | 34 |
| 4 - 5 (physical education) | 45 |
| 6 – 8 (physical education) | 45 |
2. The maximum class size shall be reduced by two (2) in classes that combine more than one grade with the exception of band and physical education classes.
  3. If all classes in a grade level (K – 6) have reached maximum size, new students will be assigned as equitably as possible. A new class will be added at any grade level (K – 6) if the total number of students in that grade level exceeds the established ratio by twenty (20) students for a period of five (5) school days any time prior to March 31<sup>st</sup> and the classroom space and a teacher are available.
  4. If all sections of a subject in grades 7 – 8 have reached the maximum size, new students will be assigned to sections as equitably as the schedule allows. A new section will be added to any subject if the total number of students in all sections of the subject exceeds the established ratio by twenty (20) students for a period of five (5) school days any time prior to March 31<sup>st</sup> and classroom space and a teacher are available.
  5. Special Education Teacher/Student Enrollment Ratio
    - a. For Speech and Language Pathologists, the caseload limit shall not exceed fifty-five (55) cases for 183 days (FTE) of employment. The maximum caseload for a Speech and Language Pathologist providing services exclusively to individuals with exceptional needs, between the ages of three (3) and five (5) years, inclusive, as defined in Education Code Section 56441.11 or Section 56026 shall not exceed a count of forty (40).

- b. Each Speech and Language Pathologist who volunteers to serve and provides services to students above the authorized caseload at District request shall be compensated at the Extra-Duty pay rate of two (2) hours per month for each student to be above the caseload per Article XXI(5)(a). Students served shall be verified through the use of timesheets outlining services provided and to whom (student name).

## ARTICLE XXII – TEACHER INDUCTION PROGRAM

- A. The District will be a participating district in the Teacher Induction Program (TIP) offered through the Merced County Office of Education.
  - 1. TIP Mentors will be limited to working with no more than two (2) beginning teachers at a time.
  - 2. TIP Mentors will be paid a stipend of two thousand six hundred twenty-five dollars (\$2,625.00), if assigned one (1) beginning teacher; and five thousand two hundred fifty dollars (\$5,250.00), if assigned two (2) beginning teachers for the school year. This amount will be prorated in the event of a mid-year start.
  
- B. Teachers interested in applying for the position of TIP Mentor must meet the following minimum criteria:
  - 1. Knowledge of the context and the content area of the candidate’s teaching assignment.
  - 2. Demonstrated commitment to professional learning and collaboration.
  - 3. Possession of a Clear Teaching Credential.
  - 4. Ability, willingness, and flexibility to meet candidate needs for support.
  - 5. Minimum of three (3) years of effective teaching experience (5 encouraged).
  - 6. Meet the minimum time requirement of the Teacher Induction Program (TIP)
  
- C. Teacher who are in the TIP program may be required by the District to participate in additional TIP courses at the direction of the District.



## ARTICLE XXIII – CALENDAR

- A. The District agrees to meet and confer with WETA on the district calendar at least thirty (30) days prior to presenting the calendar to the Board of Trustees for approval.
- B. If the District is on a single-track, year-round calendar, the following language will apply:
  - 1. The duty year for returning teachers will be 183 days. The duty year for teachers new to the District will be 184 days.
  - 2. The duty year will include 180 days of instruction for all teachers. Teachers returning to the District will have three (3) professional days. Teachers new to the District will have four (4) professional days.
  - 3. The District will schedule minimum days on both track-off days and on the final day of the year. The teacher duty day on these days will end two (2) hours earlier than the normal duty day. These minimum days will be considered to be part of the number of minimum days currently scheduled.
- C. If the District returns to a multi-track, year-round schedule, the certificated duty year will be 181 duty days with 178 days of instruction and three (3) professional days.

# SALARY SCHEDULE WITHOUT CLAD

**WEAVER UNION SCHOOL DISTRICT  
2024-2025 CERTIFICATED SALARY SCHEDULE  
1240 D Street  
Merced, CA 95341**

4/26/2024 Final

<b>S T E P</b>	<b>BA + 15</b>	<b>BA + 30</b>	<b>BA + 45</b>	<b>BA + 60</b>	<b>BA + 75</b>
	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
<b>1</b>	74,401	75,081	75,652	76,523	
<b>2</b>	74,617	75,294	76,497	79,223	
<b>3</b>	74,830	75,901	78,051	82,695	
<b>4</b>	75,047	77,044	80,560	83,923	
<b>5</b>	75,641	79,252	83,027	86,641	
<b>6</b>	77,661	82,018	85,497	89,373	
<b>7</b>	79,682	83,729	88,007	92,060	
<b>8</b>	81,663	86,036	90,483	94,775	
<b>9</b>	83,679	88,231	92,960	97,462	
<b>10</b>	85,696	90,518	95,396	100,197	109,154
<b>11</b>	87,686	92,708	97,932	102,919	111,938
<b>12</b>	-	95,012	100,411	105,600	113,912
<b>13</b>	-	-	102,919	108,317	116,297
<b>14</b>	-		-	111,009	118,886
<b>15</b>	-		-	-	121,267
<b>16</b>			-	-	123,641
<b>17</b>			-		126,034
<b>21</b>					127,327
<b>25</b>					128,620
					-

Board Approved	5/8/2024
Effective Date	7/1/2024
Add to Salary	0.50%

# SALARY SCHEDULE WITH CLAD

**WEAVER UNION SCHOOL DISTRICT**  
**2024-2025 CERTIFICATED SALARY SCHEDULE WITH CLAD**  
 1240 D Street  
 Merced, CA 95341

4/26/2024 Final

S T E P	BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
	I	II	III	IV	V
1	76,068	76,747	77,320	78,189	
2	76,282	76,961	78,163	80,889	
3	76,496	77,568	79,716	84,360	
4	76,712	78,712	82,226	85,587	
5	77,308	80,917	84,695	88,306	
6	79,328	83,694	87,165	91,041	
7	81,350	85,396	89,672	93,726	
8	83,329	87,703	92,149	96,442	
9	85,347	89,897	94,628	99,128	
10	87,364	92,186	97,062	101,864	110,820
11	89,354	94,376	99,598	104,586	113,603
12		96,676	102,078	107,267	115,577
13			104,586	109,981	117,964
14				112,675	120,554
15					122,934
16					125,308
17					127,698
21					128,992
25					130,284

Board Approved	5/8/2024
Effective Date	7/1/2024
Add to Salary	0.50%

## SIDE LETTER REGARDING NOON DUTY

The provisions of Article IX – Teaching Hours, Section B(2) will not be applied under the following circumstances:

1. The District reduces the number of yard duty aides.
2. The reduction of yard duty aides for the purpose of cost savings.
3. The number of teachers assigned noon duty will be as follows:
  - a. Two (2) for K – 1
  - b. Two (2) for 2 – 3
  - c. Two (2) for 4
  - d. Two (2) for 5 – 6
  - e. Two (2) for 7 – 8
4. The District will consult with the Association before changing the noon duty levels of assignment.

## SIDE LETTER REGARDING YRE ROVING TEACHER ISSUES

The District and WETA agree that there will be no major changes in working conditions regarding roving/room assignment for the remainder of the school year 1997 – 1998. During this time, rules will be established and enforced to facilitate roving. Parties mutually agree to review this issue in June 1998.

### Roving and Rotating

#### 1. Definitions

“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 member come back on-track, they return to their original classroom, and the roving unit member moves again.

“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.

Rover: Moves each month from one room to another.

Rovee: Stays in one room for three (3) months and returns to that room after the track-off month.

Rotators: Stays in one room for three (3) months and move to a new room when tracking back on.

#### 2. Guidelines – Rovee

- a. Rovee will empty teacher’s desk at track-off.
- b. Rovee will have classroom walls cleared (except Pioneer ABC charts).
- c. Rovee will have all personal items stored.
- d. Roving teacher’s materials are to be housed in IMCs, which will be reserved for the rover only. Kindergarten rovers will have exclusive use of “office space.” Mini computer labs can be housed here as long as there is access to cupboards.
- e. IMCs will be neatly maintained.

- f. Each teacher is responsible for the storage of consumable supplies.
- g. On the track-off day the rovee will be prepared to vacate the room by noon. The rover will ask the rovee:
  - 1. To supervise rover's students in the afternoon, or
  - 2. To vacate the classroom by noon.
- h. Upon completion of their year of roving a teacher is guaranteed full occupation of the room being vacated. That may or may not be the room they were assigned originally.

### 3. Guidelines – Rotator

- a. Rotator will empty teacher's desk at track-off.
- b. Rotator will have classroom cleared (except Pioneer ABC charts).
- c. Rotator will have all personal items stored.
- d. The IMC space will be equally divided among rotators.
- e. IMCs will be neatly maintained.
- f. Each teacher is responsible for storage of consumable supplies.
- g. Storage for District materials will be designated in each classroom. Each rotator will be assigned thirty-three percent (33%) of the remaining space in each room and IMC.

### 4. List of Standard Classroom Equipment

- a. Big book carts
- b. Listening centers
- c. Overhead projectors
- d. District-owned materials and equipment
- e. Bookshelves, emptied
- f. Pocket charts
- g. Magnetic letters
- h. Other materials used for Balanced Literacy Program

5. Dual Model Implementing Both Roving and Rotating

- a. Teachers are placed in teams of four (4) based on track and grade level assignment. It is understood that teams may consist of more than one grade level.
- b. Members of the team will vote whether they want to rove or rotate. The voting will be done by secret ballot with votes tallied by designated WETA representative and administrative representative.
- c. There will be a coin toss to break a tie.

6. Designating the Rover

- a. First year teachers to the District will be exempt from roving assignments during their first year of teaching.
- b. If no one volunteers to rove, the rover will be the teacher who hasn't roved with the lowest seniority.

7. Portable Storage

- a. Each rover will be provided with at least one (1) portable storage unit. Each rotator team will be provided with two (2) portable storage units.

8. Moving

- a. Custodial assistance will be provided to a teacher moving materials to another room at the beginning or ending of a track. Administration will direct custodial staff to locations where they are needed.

9. Stipend

- a. Rover receives five hundred (\$500.00) or no yard duty.
- b. Rotating members split five hundred (\$500.00) four (4) ways.

SIGNATURES:

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Mike Weber, Superintendent  
Weaver Union School District

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Teresa Strube, President  
Weaver Elementary Teachers'  
Association/CTA/NEA

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Date  
(Signed document on file in the District Office.)

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Date



## SIDE LETTER ON THE ENGLISH LANGUAGE DEVELOPMENT PROGRAM

- A. Unit members serving the English Language Development credentials or certificates, such as, but not limited to, bilingual credential, BCLAD credential, LDS certificate, CLAD certificate, SDAIE certificate, shall have the opportunity to serve on District committees which determine the District's English Language Program to the extent allowed by Federal and State laws and regulations.
- B. Unit members may participate in the selection for adoption of state-authorized assessment instruments used in the District ELD program.
- C. Unit members who provide instruction to ELD students may participate in the annual evaluation of their ELD students.
- D. Unit members may participate in the development of reclassification criteria for ELD students.
- E. Unit members who enroll in and successfully complete courses offered through the Merced County Office of Education, Bilingual Teacher Training Program 9, to complete the requirements for obtaining a BCLAD credential, CLAD certificate or SDAIE certificate, will be reimbursed by the District for the tuition cost of the class. Such classes may not be used for advancement on the salary scale, unless the unit member pays for the college/university unit with approval of the Professional Course Evaluation Committee.

# MEMORANDUM OF UNDERSTANDING

See Memorandum of Understanding file for MOU's for the 2023 - 2024 school year.

## APPENDIX A – Fringe Benefits

The following options were moved from Article XVI – Fringe Benefits to this Appendix on May 14, 2019.

Option 1 – The health care plan in effect at the time of this agreement, costing approximately \$18,870.80 per year (Group number 40632A).

Option 2 – Health care plan costing approximately \$11,286.80 per year (Group number 40632D).

Option 3 – Health care plan costing approximately \$7,938.80 per year (Group number 40632E).

Option 4 – Health care plan costing approximately \$6,630.80 per year (Group number 40632F).

Option 5 – HSA health care plan costing approximately \$5,046.80 per year (Group number 40632J).

## APPENDIX B -Extra Duty Positions

### Extra Duty Positions

The following options were moved from Article XVII – Salary to Appendix B on March 20, 2024.

#### Band Extra Duty Positions

Assignment	School/Grade(s)	Extra Duty Amount
Band – Director	Weaver MS	\$3,359.74
Band – Assistant Marching Instructor	Weaver MS	\$1,119.92
Color Guard – Fall	Weaver MS	\$1,119.92
Color Guard – Fall	Weaver MS	\$1,119.92
Color Guard – Winter	Weaver MS	\$1,119.92
Color Guard – Winter	Weaver MS	\$1,119.92
Color Guard – Spring	Weaver MS	\$1,119.92
Color Guard – Spring	Weaver MS	\$1,119.92
Percussion – Battery – Fall	Weaver MS	\$1,119.92
Percussion – Battery – Winter	Weaver MS	\$1,119.92
Percussion – Battery – Spring	Weaver MS	\$1,119.92
Percussion – Mallets – Fall	Weaver MS	\$1,119.92
Percussion – Mallets – Winter	Weaver MS	\$1,119.92
Percussion – Mallets - Spring	Weaver MS	\$1,119.92

#### Athletics Extra Duty Positions

Assignment	School/Grade(s)	Extra Duty Amount
Athletics Director	Weaver MS	\$3,359.74
<b>Fall Athletics</b>		
Volleyball Coach – Boys – Fall	Weaver MS (6 – 8)	\$1,119.92
Volleyball Coach – Girls (JV) – Fall	Weaver MS (6 – 7)	\$1,119.92
Volleyball Coach – Girls (Varsity) – Fall	Weaver MS (8)	\$1,119.92
Cross Country Coach – Fall	Weaver MS (6 – 8)	\$1,119.92
Cross Country Coach – Elementary – Fall	Pioneer	\$1,119.92

<b>Assignment</b>	<b>School/Grade(s)</b>	<b>Extra Duty Amount</b>
Cross Country Coach – Elementary – Fall	Farmdale	\$1,119.92
Cheerleading Coach	Weaver MS	\$1,119.92
<b>Winter Athletics</b>		
Soccer Coach – Boys – Winter	Weaver MS (6 – 8)	\$1,119.92
Soccer Coach – Girls – Winter	Weaver MS (6 – 8)	\$1,119.92
Basketball Coach – Boys (JV) – Winter	Weaver MS (6 – 7)	\$1,119.92
Basketball Coach – Boys (Varsity) – Winter	Weaver MS (8)	\$1,119.92
Basketball Coach – Girls (JV) – Winter	Weaver MS (6 – 7)	\$1,119.92
Basketball Coach – Girls (Varsity) – Winter	Weaver MS (8)	\$1,119.92
<b>Spring Athletics</b>		
Baseball Coach – JV – Spring	Weaver MS (6 – 7)	\$1,119.92
Baseball Coach – Varsity – Spring	Weaver MS (8)	\$1,119.92
Softball Coach – JV – Spring	Weaver MS (6 – 7)	\$1,119.92
Softball Coach – Varsity - Spring	Weaver MS (8)	\$1,119.92
Track and Field Coach	Weaver MS	\$1,119.92
Track and Field Assistant – Spring	Weaver MS	\$490.92
Track and Field Assistant – Spring	Weaver MS	\$490.92

**Program Extra Duty Positions\***

<b>Assignment</b>	<b>Extra Duty Amount</b>
California Junior Scholarship Federation Advisor	\$490.92
Outdoor School Coordinator (2)	\$1,119.92
Outdoor School Education (Multiple)	\$175.00/day
Outdoor School Nurse	\$175.00/day
Career Day Coordinator	\$490.92
Christmas Program Director	\$490.92
Graduation Dance Coordinator (2)	\$490.92

<b>Assignment</b>	<b>Extra Duty Amount</b>
Family Dance Coordinator	\$490.92
Pentathlon Coach (6 <sup>th</sup> )	\$1,119.92
Pentathlon Coach (7 <sup>th</sup> )	\$1,119.92
Pentathlon Coach (8 <sup>th</sup> )	\$1,119.92
Student Council Advisor	\$1,119.92
Talent Show Director	\$490.92
Yearbook Advisor	\$1,119.92

\*Contingent upon school/district program needs.