

AGREEMENT

BETWEEN

WINTON SCHOOL DISTRICT

AND

**WINTON TEACHERS
ASSOCIATION/CTA/NEA**

JULY 1, 2024 TO JUNE 30, 2025

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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").

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1 1.0: RECOGNITION

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

4 (See Exhibit A)

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6 2.0: DISTRICT RIGHTS

7 2.1 It is understood and agreed that the District retains all of its powers and authority
8 to direct, manage and control to the full extent of the law. Included in, but not
9 limited to, those duties and powers are the exclusive right to: determine its
10 organization; direct the work of its employees; determine the times and hours of
11 operation; determine the kinds and levels of service to be provided, and the
12 methods and means of providing them; establish its educational policies, goals and
13 objectives; insure the rights and educational opportunities of students; determine
14 staffing patterns; determine the number of kinds of personnel required; maintain
15 the efficiency of District operations; determine the curriculum; build, move, or
16 modify facilities; establish budget procedures and determine budgetary allocation;
17 determine the methods of raising revenue; contract out work; and take action on
18 any matter in the event of an emergency. In addition, the District retains the right
19 to hire, classify, assign, evaluate, promote, terminate and discipline employees.

20 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities
21 by the District, the adoption of policies, rules, regulations and practices in
22 furtherance thereof, and use of judgment and discretion in connection therewith,
23 shall be limited only by the statues and terms of this Agreement.

24 2.3 The District retains the right to amend, modify or rescind policies and practices
25 referred to in this Agreement in the event of an emergency. Such amendments,
26 modifications or rescissions of policies and practices referred to herein are subject
27 to the grievance procedure and shall be reinstated as stated in this Agreement at

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1 the time such emergency no longer exists. The determination of whether or not
2 the emergency exists is solely within the discretion of the District and excluded
3 from the grievance procedure.

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5 3.0: GRIEVANCE PROCEDURE

6 3.1 DEFINITIONS

7 3.1.1 A "grievance" is a formal written allegation by a grievant(s) that he/she has
8 been adversely affected by a violation, misinterpretation or misapplication
9 of this collective bargaining Agreement.

10 3.1.2 A "grievant" may be an employee, or group of employees of the District
11 covered by this collective bargaining Agreement. The Association may be
12 a grievant if the grievance relates to those portions of the Agreement that
13 concerns Association Rights- Article 11.0, Association Rights or Article
14 4.0, Payroll Deductions.

15 3.1.3 A "day" is any day in which unit members are required to render service to
16 the District.

17 3.1.4 The "immediate supervisor" is the person having immediate supervisory
18 jurisdiction over the grievant who has been designated by the District to
19 adjust grievances.

20 3.2 PURPOSE

21 3.2.1 This grievance procedure shall be used to process and resolve grievances
22 arising under this Agreement.

23 3.2.1.1 The purposes of this procedure are:

24 3.2.1.1.1 To equitably resolve grievances informally at the
25 lowest possible level.

26 3.2.1.1.2 To provide an orderly procedure for reviewing and
27 resolving grievances promptly.

1 3.3 PROCESSING OF A GRIEVANCE

2 3.3.1 INFORMAL LEVEL

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

8 3.3.2 LEVEL I

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

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

20 3.3.3 LEVEL II

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

24 3.3.3.1 A copy of the original grievance;

25 3.3.3.2 The decision rendered at Level I;

26 3.3.3.3 A clear concise statement of the reason(s) for the appeal.

27 The Superintendent or his designee shall confer with the grievant
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1 and shall communicate a decision in writing to the grievant, with a copy to
2 the Association and the immediate supervisor, within five (5) days after
3 receiving the appeal.

4 3.3.4 LEVEL III

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

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

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

22 The rules of the American Arbitration Association or the
23 California Conciliation Service shall govern the arbitration. The arbitrator
24 shall have no authority to add to, delete, or alter any provisions of the
25 Agreement but shall limit his/her decision to the application and
26 interpretation of its provisions.

27 If any question arises as to the arbitrability of the grievance, such
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1 questions will be ruled upon by the arbitrator only after he/she has had an
2 opportunity to hear the merits of the grievance. After hearing the evidence,
3 the arbitrator shall submit his/her findings and rulings in writing to the
4 District and the grievant. The arbitrator's decision shall be binding on the
5 parties of this agreement.

6 **3.4 REPRESENTATIVE**

7 **3.4.1 No employee shall be required to be represented by the Association in**
8 **processing a grievance.**

9 **3.4.2 An employee may request the Association to represent him/her in all stages**
10 **of the grievance procedure beyond the Informal Level.**

11 **3.4.3 Neither the Association nor the District shall take any reprisals or**
12 **unlawfully discriminate against employees for exercising rights under this**
13 **Article.**

14 **3.4.4 If an employee pursues a grievance without the intervention of the**
15 **Association beyond the Informal Level, the grievance shall not be**
16 **considered resolved until the Association has received notice of the**
17 **grievance and the proposed solution and has been given opportunity to file**
18 **a written response.**

19 **3.4.5 If a grievance arises from action or inaction on the part of a member of the**
20 **administration at a level above the immediate supervisor, the grievant shall**
21 **submit such grievance in writing to the Superintendent and the Association**
22 **directly and the processing of such grievances will be commenced at Level**
23 **II.**

24 **3.4.6 Designated Association representatives and the grievant shall receive time**
25 **off from duties without loss of compensation for the purpose of processing**
26 **grievances subject to the following conditions.**

27 **3.4.6.1 No later than five (5) days following ratification of this agreement,**
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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.

1 4.0: PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

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3 4.1 Any unit member who is a member of the Winton Teachers Association,
4 CTA/NEA, or who has applied for membership, may sign and deliver to WTA a
5 form authorizing deduction of union membership dues, initiation fees and general
6 assessments in the Association.

7 4.2 WTA hereby certifies that it has and will maintain individual employee
8 authorizations for payroll deductions for union dues pursuant to Education Code
9 Section 45060, subdivision (f). WTA shall not be required to submit to the District
10 a copy of the unit member's written authorization in order for the payroll
11 deductions described in this article to be effective, unless a dispute arises about the
12 existence or terms of the written authorizations.

13 4.3 WTA shall provide the District with written notification of all new employees for
14 whom dues are to be withheld via payroll deduction. Employee requests to cancel
15 or change authorizations for payroll deductions for WSD shall be directed to
16 WTA, which will be responsible for processing these requests. WTA shall provide
17 the District with written notification of any cancellations or changes to employee
18 authorizations for payroll dues deductions. All current employees who are
19 members of WTA shall continue to have dues deducted by the District through
20 payroll deduction unless the District is notified otherwise in writing by WTA.

21 4.4 WTA shall indemnify and hold harmless the District for any claims made by the
22 unit member for deductions made in reliance on its notification to the District or
23 on information that it provides to the District regarding employee payroll
24 deductions pursuant to Education Code Section 45060, subdivision (f). WTA
25 further agrees to pay all of the District's legal fees and costs incurred in defending
26 against any court and/or administrative action challenging the deduction of dues
27 pursuant to this Article, provided that WTA shall have the exclusive right to
28 decide whether any such action or proceeding shall or shall not be compromised,
29 resisted, defended, tried or appealed.

30 4.5 Based upon the information provided by WTA, the District shall deduct one-tenth
31 (1/10) of such dues from the regular salary check of the unit member for whom
32 WTA has identified as authorizing payroll deductions for dues each month for ten

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(10) months.

4.6 Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. The duration of a unit member's membership shall be pursuant to the terms of their written authorization and agreement with WTA /CTA/NEA.

4.7 With respect to all sums deducted by the District for membership dues, 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. The District will also provide to WTA a secure, electronic complete alphabetical list of all Unit members.

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

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.

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1 6.0: SALARY

2 6.1 Unit members will be paid based upon Appendix A Salary Schedule. Unit
3 members will have the option of receiving 11 or 12 paychecks. Placement on the
4 salary schedule (Appendix A) will be based on the following.

5 6.2 All certificated personnel must hold a valid California Teacher's Credential, in a
6 field appropriate to their grade level and/or assignments. All Certificated
7 Employees must have Credentials on file in the Winton School District Office and
8 with the Office of the Merced County Superintendent of Schools no later than ten
9 (10) days following commencement of employment each school year.

10 6.2.1 Credit for Experience - Certificated Employees new to the District may
11 receive credit for up to five (5) years of full time teaching experience in a
12 public elementary, junior or senior high school or equivalent at the
13 discretion of the District. All teaching experience must have been earned
14 within seven (7) years prior to the date of hire.

15 6.2.2 Salary Credit for college or University Training - New Certificated
16 teaching employees will receive salary schedule credit if they meet one of
17 the following criteria determined by the Superintendent and/or his/her
18 designee.

19 6.2.2.1 For those graduate or upper division courses required to complete
20 credential requirements for the appropriate K-8 teaching credential.

21 6.2.2.2 For those courses designed to improve the beginning teacher's
22 abilities as a classroom teacher in the field of elementary education
23 in grades K-8 that are completed past the B.A. or B.S. degree.

24 These classes must meet the following hourly requirements:

25 6.2.2.2.1 Be designated semester units or the equivalent in
26 quarter units.

27 6.2.2.2.2 The units must be earned at accredited institutions
28 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

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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.

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- 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.

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7.0 ASSIGNMENTS, TRANSFERS, REASSIGNMENTS AND VACANCIES

7.1 DEFINITIONS

- 7.1.1 An "assignment" shall mean an employee's grade level/subject area at a given worksite.
- 7.1.2 A "transfer" shall mean a change in work site from one school site to another, or from one job classification 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. Vacancies do not include positions filled by substitute employees or temporary employees or openings resulting from temporary reassignments.

7.2 ASSIGNMENT

- 7.2.1 Assignments and notification for the following school year shall be completed no later than April 1st.***
- 7.2.2 After discussions between District, Site Administrator and grade level groups to establish student and instructional program needs, related to teacher assignments, all permanent unit members shall have a choice of assignments. If mutual agreement cannot be

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reached, assignments will be based on the following priority factors:

- a. Credentials to perform the required services
- b. District-wide seniority
- c. Experience in the appropriate grade level
- d. Experience in the subject area

7.2.3 After teaching assignments have been offered to all permanent teachers, temporary and/or probationary teachers shall have a choice of assignment, but the site administrator and superintendent or designee will have the final decision on placement of temporary/probationary teachers at a school site.

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 four prioritized factors:

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

1 applicant would necessarily result in the layoff of another teacher, in which
2 case the teacher to be laid off shall be given priority consideration.

3 7.3.5 If a voluntary transfer request is denied, the teacher shall be given an
4 educationally sound written justification for the transfer and be provided
5 with an opportunity to meet with the superintendent or his/her designee
6 within 5 days of notice and 15 days prior to the transfer taking place. If the
7 employee desires, a representative of the association shall be present at this
8 meeting. The time lines may be shortened by mutual agreement of the
9 teacher and the district. The teacher shall be given an opportunity to have
10 his/her written response attached to these reasons prior to the placement in
11 the teacher's personnel file.

12 7.3.6 If a transfer/reassignment results in an employee being in danger of not
13 completing the necessary number of work days, the District and teacher
14 will reach mutual agreement on when and how the days will be made up.

15 7.4 ADMINISTRATIVE INVOLUNTARY TRANSFERS/REASSIGNMENTS

16 7.4.1 All Administrative transfer/reassignments shall be based upon the best
17 interests of the district/ school/work site, as determined by the
18 Superintendent or his/her designee and shall not be for punitive reasons.

19 7.4.2 If a transfer/reassignment results in an employee being in danger of not
20 completing the necessary number of work days, the District and teacher
21 will reach mutual agreement on when and how the days will be made up.

22 7.4.3 Should it become necessary to transfer a teacher to a different site, or grade
23 level, the District will first ask for volunteers. If no one volunteers, the
24 teacher with the least district-wide seniority will be transferred unless the
25 principal has good reason to believe that another selection would be more
26 beneficial to the instructional program of the school. If such is the case,
27 the principal shall state his/her reason(s) in writing to the affected
28 teachers(s).

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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.

7.4.7 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 rate of \$100.00 per day.
3. Employee packs and sets up the new classroom on his/her own time and receives three compensatory days off.

7.5 VACANCIES

7.5.1 Notices of vacancies, after 24 hour opportunity for in-house changes, shall

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be sent to WTA and posted for at least three (3) days when school is in session on the Association bulletin board in each building and five (5) 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 and/or subject matter, assignment and credential requirement.

7.5.1.2 Copies of all notices of vacancies shall be emailed to the Association during contracted days at the same time as they are posted and mailed to teachers during the summer months.

7.5.1.3 In the event that a vacant position is not filled from within the present staff, the vacant position is advertised publicly so as to reach all qualified applicants regardless of race, color, sex, age, or national origin. A teacher in a like position will be invited to be on the interview panel. Participation is voluntary. If there are no volunteers, the interview will proceed without a teacher on the panel.

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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.

2 9.0: HOURS

3 9.1 Unit members shall be on campus and responsible for instructional and other
4 assigned duties for a minimum of seven and one-half hours per day, inclusive of a
5 minimum of a thirty (30) minute duty-free lunch period.

6 9.2 In addition to the above minimum time, unit members have professional
7 responsibilities outside of the instructional day duties (which include but are not
8 limited to): parent conferences, back to school nights, open houses, performances
9 and programs.

10 9.2.1 Unit employees may leave after student dismissal prior to the following
11 scheduled holidays: Thanksgiving recess, Winter break/Christmas recess,
12 Spring break/Easter recess, and the last day of school provided that all
13 duties and requirements have been fulfilled.

14 9.3 On days when unit members are scheduled to work but the pupils are not
15 scheduled to be present, the work day shall be seven and one-half hours, inclusive
16 of a thirty (30) minute duty-free lunch period.

17 9.4 The number of scheduled work days for unit members shall be as follows:

18	Regular Classroom Teachers	184
19	New Employees	185
20	Resource Specialists	184
21	Special Class Teachers	184
22	Speech Therapists	186

23 Year Round Education

24	Regular Classroom Teachers	180
25	New Employees	181
26	Resource Specialists	180
27	Special Class Teachers	180

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2 9.5 Grade level or subject level planning for curriculum will be available during
3 minimum day schedules at each site. These planning times will be coordinated
4 with the site administrator. There will be at least two minimum days scheduled
5 for this purpose during a month.

6 9.6 All junior/middle school unit members shall be assigned a preparation period
7 within the instructional day. Elementary school unit members shall have 25
8 consecutive minutes of preparation and planning on days that are not early release
9 days. Should an emergency occur where a staff meeting is required, unit members
10 shall forfeit the 25 consecutive minutes of preparation and planning time to attend
11 the emergency meeting.

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13 10.0: LEAVE PROVISIONS

14 10.1 The benefits which are expressly provided by this section, Article 10, are the sole
15 leave benefits which are part of this collective Agreement.

16 10.2 Personal Illness and Injury Leave

17 10.2.1 Unit members shall be entitled to ten (10) days leave with full pay for each
18 school year for purposes of personal illness or injury. Unit members who
19 work less than full-time shall be entitled to that portion of the ten (10) days
20 leave as the number of hours per week of scheduled duty relates to the
21 number of hours of a full-time member.

22 10.2.2 Unused sick leave shall accrue from school year to school year.

23 10.2.3 At the beginning of each school year, every teacher shall receive a sick
24 leave allotment credit, equal to his/her sick leave entitlement for the school
25 year. A teacher may use his/her credit sick leave at any time during the
26 school. Upon request by District Management, a unit member shall, after
27 five (5) consecutive days, be required to present a medical doctor's
28 certificate verifying the personal illness or injury and/or a medical

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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.

1 10.3 Personal Necessity Leave

2 10.3.1 An employee may use any portion or all of his/her allotted sick leave for
3 personal necessity to care for a family member who is ill. Employee will
4 need to submit a written request for additional days of personal necessity
5 beyond 7 days stating the reason for additional days requested. This
6 request shall be reviewed and a determination or denial will be made by
7 Superintendent or designee. Proof from a physician may be requested at
8 the discretion of the Superintendent. For purposes of this provision,
9 personal necessity shall be limited to:

10 10.3.1.1 Death or serious illness of a member of the unit of the
11 member's immediate family.

12 10.3.1.2 An accident which is unforeseen involving the unit
13 member's person or property, or the person or property of a
14 unit member's immediate family.

15 10.3.1.3 For compelling personal importance.

16 10.3.2 Before the utilization of personal necessity leave, a unit member must
17 obtain prior written approval from the appropriate management person,
18 except for cases "10.3.1.1" and "10.3.1.2". Should the circumstances
19 outlined in "10.3.1.1" and "10.3.1.2" arise, the employee shall make every
20 effort to comply with District procedures to enable the District to secure a
21 substitute.

22 10.4 Bereavement Leave

23 10.4.1 A unit member shall be entitled to a maximum of three (3) days leave of
24 absence, or five (5) days leave of absence if out-of-town travel is required,
25 without loss of salary on account of death of any member of his/her
26 immediate family. For purposes of this provision an immediate family
27 shall be limited to mother, father, grandmother, grandfather, or a
28 grandchild of the employee or of the spouse of the employee, or the

1 spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the
2 employee or of the spouse of the employee, aunt or uncle of the employee
3 or spouse, legal guardian or foster parent of the employee or spouse,
4 domestic partner, or any relative living in the immediate household of the
5 employee.

6 10.5 Maternity Leave

7 10.5.1 Unit members are entitled to use sick leave as set forth in 10.2 for
8 disabilities caused or contributed to by pregnancy, miscarriage, childbirth,
9 and recovery therefrom on the same terms and conditions governing leaves
10 of absence from the other illness or medical disability. Such leave shall
11 not be used for child care, child rearing, or preparation for child bearing,
12 but shall be limited to those disabilities as set forth above. The length of
13 such disability leave, including the date on which the leave shall
14 commence and the date on which the duties are to be resumed, shall be
15 determined by the unit member and the unit member's physician. The
16 District management may require a verification of the extent of disability
17 through a physical examination of the employee by a physician appointed
18 by the District. District will maintain a list of three (3) physicians from
19 which the employee may select one for the verification examination at
20 district expense.

21 10.5.2 Unit members are entitled to use leave without pay or other benefits for
22 disabilities because of pregnancy, miscarriage, childbirth, and recovery
23 therefrom when sick leave as set forth in 10.2 has been exhausted. The date
24 on which the employee shall resume duties shall be determined by the unit
25 member on leave and the unit member's physician. The District
26 management may require a verification of the extent of disability through a
27 physical examination of the employee by a physician appointed by the
28 District. District will maintain a list of three (3) physicians from which the

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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.

1 10.7 Judicial Leave

2 10.7.1 Unit members shall be provided leave for regularly called jury duty and to
3 appear as a witness in court (other than as a litigant for reasons not brought
4 about through the connivance or misconduct of the unit member). Upon
5 receipt of notification to appear, unit members will immediately request
6 approved absence for same.

7 10.7.2 The unit member, while serving jury duty, shall receive pay in the amount
8 of the difference between the unit member's regular earning and any
9 amount received for jury service less travel, meals, and/or lodging.

10 10.8 Personal Leave

11 10.8.1 A teacher shall be entitled to one (1) day of paid leave per year to be used
12 for any purpose which such teacher deems sufficiently important to absent
13 himself/herself from his/her duties. In addition to (1) day of paid leave per year,
14 upon 24 hour approval by site administrator, two additional personal days will be
15 available from the current year sick leave allotment.

16 10.8.2 A teacher shall notify his/her principal at least twenty-four hours (24) in
17 advance of taking such leave.

18 10.9 Sabbatical Leave

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

24 10.9.1 Definition - The term "study" shall be deemed to mean the pursuance of a
25 program of study at an accredited institution of higher learning. The term
26 "research" shall mean to work on a district-approved research project. The
27 term "travel" shall be deemed to consist of an itinerary planned to
28 contribute to established or proposed district-approved programs.

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- 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

1 district.

2 10.9.7 Qualified certificated employees may choose from the following
3 alternatives:

4 Minimum Consecutive	Length of	Portion of Regular Salary Paid
5 <u>Years of Service</u>	<u>Leave</u>	<u>While on Leave</u>
6 7	One Semester	Difference between employee's salary and Temporary Contract holder's salary. Health benefit's as provided in 5.1
7		
8 7	One Year	Same as One Semester-The term "one year" shall be deemed to mean one full working year and the term "one semester" shall mean one-half of one full working year.
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11 10.9.8 Upon approval of a sabbatical leave by the school board, the employee
12 must file with the district a suitable bond indemnifying the school district
13 for any salary paid the employee during the period of sabbatical leave. In
14 the event said employee fails, after completion of the sabbatical, to render
15 services to the district twice the length of the sabbatical, or in the event
16 said employee fails to carry out the program of study or the itinerary
17 approved for the sabbatical leave, the bond shall be forfeited. Forfeiture of
18 the bond shall not be required in the event that failure to perform any of the
19 requirements is due to physical disability or circumstances beyond the
20 control of the employee including involuntary assignment to a position
21 with lesser compensation.

22 10.9.9 In the case of injury or major illness of the employee during sabbatical
23 leave which prevents his/her completing the purposes of the leave, the
24 sabbatical leave will be terminated and all provisions for such leave will
25 apply. The employee shall request, in writing, accompanied by a statement
26 from a licensed physician, a cancellation of the sabbatical. Upon the return
27 from sick leave, the board and the employee may mutually agree upon
28 either a continuation of the sabbatical for the remainder of the unexpired

1 leave or a return to duty and a forfeiture of the balance of the leave.

2 10.9.10 The employee who has taken sabbatical leave will file (with the District
3 management for transmission to the school board), within forty-five (45)
4 days after returning to active service, evidence that the program of study,
5 research, and/or travel has been carried out.

6 10.9.11 To be eligible for sabbatical leave, an employee must have rendered at
7 least seven years of consecutive service to the district. Authorized leaves
8 shall not constitute a disruption of consecutive years of service required for
9 a subsequent sabbatical leave.

10 10.9.12 Sabbatical leave shall count as experience on the salary schedule and shall
11 be considered as time in service in the district for retirement purposes.
12 Retirement deductions shall be made in proportion to the salary received.
13 The board and the teacher who is to go on sabbatical leave shall develop a
14 payment schedule which is mutually acceptable at least thirty (30) days
15 before the sabbatical leave is scheduled to commence.

16 10.9.13 An employee returning from sabbatical leave will receive the same salary
17 step advance that he/she would have received had he/she remained in
18 active service in his/her regular position during the leave period.

19 10.9.14 Whenever it is possible, the employee will be placed in the same school at
20 which he/she was teaching at the time the leave was granted and at the
21 same grade level, provided that no conditions develop during the leave or
22 at the time of return which would have changed the employee's location
23 and assignment had he/she remained in active service.

24 10.10 In-Service Leave

25 On the recommendation of their supervisor, unit members may be granted
26 release time to attend conferences or workshops related to the improvement of
27 his/her performance or to the needs of the District.

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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.

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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. The Association has the right under the Educational Employment Relations Act to represent unit members in their employment relations with the District. Nothing in the Agreement shall be construed as a waiver of such rights.

11.2 The Association shall have the right to use the District e-mail, Intradistrict Mail service and Unit Member mailboxes including electronic mailboxes for

1 communications to Unit members including the right to post notices of activities
2 and matters of Association concern on Association bulletin boards, at least one of
3 which shall be provided in each building in areas frequented by unit members
4 subject to the following conditions: (a) all aforementioned communication shall
5 not interfere with work duties (b) all postings for bulletin boards or items for
6 school mailboxes must contain the date of posting or distribution and the
7 identification of the organization together with a designated authorization by the
8 Association president; (c) a copy of such posting or distributions must be delivered
9 to the Superintendent or designee at the same time as posting or distribution; and
10 (d) the Association will not post or distribute information which is derogatory or
11 defamatory of the District or its personnel, subject to the immediate removal by
12 the District of the right to post or distribute for a period of at least one full
13 semester.

14 11.3 The District shall place on the agenda of each regular Board meeting any matters
15 brought to its consideration by the Association provided that such matters are
16 made known to the Superintendent's office seventy-two (72) hours prior to said
17 meeting.

18 11.4 The Board authorizes the Association to use the District's facilities and buildings
19 at times other than hours of student instruction upon approval of written requests.
20 Requests to utilize such facilities shall be made upon forms provided by the
21 District and shall be subject to prior requests for the utilization of such facilities by
22 groups entitled to their use under provisions of the Education Code. Verbal
23 approval of the Principal shall be sufficient for use of a classroom. Meetings
24 conducted in such facilities shall in no way conflict with the work of District
25 employees, and shall in no way conflict with the public school purposes of the
26 District or interfere with the ongoing instructional program. Use of facilities by the
27 Association shall be limited to meeting activities necessary for fulfilling its role as
28 exclusive representative.

11.5 Authorized representatives of the Association shall have the right to transact
official Association business on school property and utilize district facilities at all

1 reasonable times, provided such activities or use does not interfere with classroom
2 instruction. To assure the safety and security of the students, any representative of
3 the Association who wishes to enter a school campus of the District during hours
4 in which students are present shall notify the principal's office of his/her identity
5 and status as the representative of an employee organization. Appropriate
6 identification and credentials may be required. Access pursuant to this agreement
7 shall, in all instances, be subject to the right of the individual employee to not be
8 harassed, restrained, intimidated, or coerced.

9 11.6 The District will furnish the Association information concerning the financial
10 resources and staffing of the district within 5 business days as is necessary to
11 allow the Association to carry out its function as exclusive representative. Such
12 information readily available will be furnished at no cost to the Association. If
13 such information requires personnel or materials costs beyond normal procedure,
14 the cost will be documented and the Association may be billed.

15 11.7 The following new bargaining unit member information shall be delivered to the
16 Association president in digital Excel format, or any other mutually agreed upon
17 digital format and hard copy, no later than 30 days after the date of hire:

18 1 Name

19 2 Home Address

20 3 Phone Numbers – work, home, and cellular

21 4 Personal (non-District) Email Addresses

22 5 School Site

23 6 Grade Level/Assignment

24 7 Date of Hire

25 8 Seniority Date

26 9 Full-time Equivalent (FTE) status
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1 10 Employment Status (i.e., Probationary, Permanent, Temporary, etc.)

2 11 Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit,
3 Provisional Internship Permit "PIP" or College Internship, etc.)

4 11.8 The District shall deliver to the Association an updated list of all information
5 required in 11.7 above, in accordance with AB 119 at the end of September,
6 January and May including any unit member on a leave of absence which would
7 affect their dues.

8 11.9 New Bargaining Unit Member Orientation

9 11.9.1 Each time a person is newly employed in a position in the bargaining unit,
10 the District shall inform them of their employment status, rights, benefits,
11 duties and responsibilities, and other employment-related matters.

12 11.9.2 The District shall provide an annual new bargaining unit member
13 orientation for all newly hired bargaining unit members to take place
14 within seven (7) calendar days prior to the first day of classes, except when
15 no new bargaining unit members are commencing employment at the start
16 of a given year. Any bargaining unit member(s) hired after the start of the
17 school year shall be provided an in-person orientation/onboarding meeting
18 within twenty-one (21) calendar days from the date of hire. New
19 bargaining unit members shall be paid their hourly per-diem rate, based on
20 their annual salary, for the duration of these required
21 orientation/onboarding meetings when orientations occur outside the
22 contract year and/or day.

23 11.9.3 The Association shall be provided no less than thirty (30) minutes
24 of uninterrupted time during contract time to communicate with bargaining unit
25 members at all new bargaining unit member orientations/onboarding meetings.
26 District administration shall not be present during Association time unless the
27 Association requests specific administrators remain present.

28 11.9.4 The District shall provide written notice of the date, time, and location of
all bargaining unit member orientations/onboarding meetings, by certified or

1 electronic mail, to the Association president and vice president no later than
2 twenty-one (21) calendar days in advance of the annual orientation meeting(s) or
3 ten (10) calendar days in advance of other orientation/onboarding meetings that
4 may occur throughout that year. In the event the District is unable to comply with
5 the stated advance notice, the District shall, at the request of the Association,
6 reschedule the orientation/onboarding meeting and provide the advance notice. If,
7 however, the District provides proof that there was an urgent need critical to the
8 employer's operations that was not reasonably foreseeable, the Association shall
be provided as much notice as possible.

9 11.10 Promotion of Harmonious Public Employment Relations- Association Time at
10 Faculty Meetings

11 11.10.1 To promote harmonious public relations, the Association shall be entitled
12 to a minimum of 10 uninterrupted minutes during a faculty meeting at each
13 school site to communicate with bargaining unit members when
14 necessary with prior notice to the site administrator. This Association time
15 shall be for bargaining unit members only. District and/or school site
16 administration shall not be present during Association time.

17 11.11 Appointment to District and Joint Committees

18 11.11.1 A bargaining unit employee appointed by the WTA President or designee
19 shall serve on district committees as a fully participating member.
20

21 11.12 The Association shall have right of access to District employees at reasonable
22 times. The term "reasonable times" as used herein means employee rest periods,
23 meal periods, and any time before or after the student day when such an employee
24 is present upon District property, but is not expected to be performing services on
25 behalf of the District.

26 11.13 Release Time

27 11.13.1 Grievants, witnesses, and Association representatives shall be provided
28 release time for grievance processing at no loss of salary or other benefits.

1 11.13.2 Bargaining Team members shall be provided release time for negotiations
2 with the District at no loss of salary or other benefits.

3 11.14 Notice of, and opportunity to oppose third-party requests for members'
4 information

5 11.14.1 The District shall notify the Association president and the impacted unit
6 member(s) of any third-party request for unit members' contact
7 information within two days of receipt of the request. This includes but is
8 not limited to, California Public Records Act requests for unit member
9 disciplinary, evaluative, or other personnel-record information. The
10 District will not release the request for seven duty days so that the
11 Association and impacted unit member(s) have a reasonable opportunity to
12 object to the disclosure of the requested information and/or raise potential
13 concerns before the employer responds to the requester and publicizes the
14 information.

15 11.14.2 The District shall not disclose to a third-party personal unit member
16 information such as home addresses, personal email addresses, home
17 phone or cell numbers, birthdates, family member names, and union
18 membership status.

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19 12.0: YEAR ROUND EDUCATION (In the event that Year Round Education returns, the
20 language from the 2023-2024 contract will be reinstated.)

21 XXX XXX

22 13.0 SAFETY

23 13.1 Every unit member shall report unsafe working conditions to his/her immediate
24 supervisor.

25 13.2 If, upon investigation, the District determines that an unsafe condition exists, the
26 District shall correct the situation as soon as economically feasible.

27 13.3 Unit members shall not be required to work in unsafe conditions or to perform
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1 tasks that endanger their health, safety or well-being, in conformance with
2 applicable requirements of CAL-OSHA.

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4 14.0: SAVING PROVISION

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

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9 15.0: CONCERTED ACTIVITIES

10 15.1 It is agreed and understood that there will be no strike, work stoppage, slow-down,
11 picketing or refusal or failure to fully and faithfully perform job functions and
12 responsibilities, or other interferences with the operations of the District by the
13 Association or by its officers, agents, or members during the term of this
14 Agreement, including compliance with the request of other labor organizations to
15 engage in such activity.

16 15.2 The Association recognizes the duty and obligation of its representatives to
17 comply with the provisions of this Agreement and to make every effort toward
18 inducing all employees to do so. In the event of a strike, work stoppage,
19 slow-down, or other interference with the operations of the District by employees
20 who are represented by the Association, the Association agrees in good faith to
21 take all necessary steps to cause those employees to cease such action.

22 15.3 It is understood that in the event this Article is violated the District shall be
23 entitled to withdraw any rights, privileges or services provided for this Agreement,
24 in District policy, or by Education Code or Government Code from any employee
25 and/or the Association. In the event the Association violates this Article, the
26 above constitutes a clear, specific waiver of its rights and the rights of employees
27 it represents under Education Code Section 45060.

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1 16.0: SUPPORT OF AGREEMENT

2 The District and the Association agree that it is to their mutual benefit to
3 encourage the resolution of differences through the meet and negotiation process.
4 Therefore, it is agreed that the Association will support this Agreement for its term and
5 will not appear before any public bodies to seek change or improvement in any matter
6 subject to the meet and negotiation process except by mutual agreement of the District
7 and the Association.

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9 17.0: EFFECT OF AGREEMENT

10 It is understood and agreed that the specific provisions contained in this
11 Agreement shall prevail over District practices and procedures and over State laws to the
12 extent permitted by State Law, and that in the absence of specific provisions in this
13 Agreement such practices and procedures are discretionary with the District.

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15 18.0: ENTIRE AGREEMENT

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

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

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24 19.0: EVALUATION

25 19.1 Evaluation of personnel will be accomplished using the Winton School
26 District Teacher Evaluation Form. The Winton School District Teacher
27 Evaluation Form will reflect 2009 (or most current) California Standards for the
28 Teaching Profession to include Standard Six-Developing as a Professional

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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.

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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

1 under Article 3 of the collective bargaining agreement.

2 A. Verbal Counseling

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

6 B. Written Warning

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

10 C. Written Reprimand

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

17 D. Suspension Without Pay

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

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

- 27 1. Prior to the imposition of a suspension under this Article, the bargaining
28 unit member shall be given written notice of the proposed disciplinary

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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

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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.

XXX

XXX

21.0: DURATION

This agreement shall become effective on July 1, 2024 and shall continue in effect to and including June 30, 2025. The contract between WTA and the Winton School District shall remain in effect to and including June 30, 2025.

XXX

SIGNATURES

Two columns of horizontal lines for signatures, one on the left and one on the right, spanning from line 19 to 28.

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FOR THE ASSOCIATION

FOR THE DISTRICT

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FRINGE BENEFITS

District will contribute up to the \$14,000 CAP effective July 1, 2023, 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.

APPENDIX C-1

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.)

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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.

- 1 2. The teacher will plan and work cooperatively with teacher aides and volunteers.
- 2 3. The teacher will take proper care of physical plant, equipment and materials.
- 3 4. The teacher will accept delegated responsibilities for supervising play areas or special
- 4 events.
- 5 5. The teacher will follow District policies, administrative regulations and procedures.
- 6 6. The teacher will maintain professional competence through participation in inservice
- 7 education activities provided by the District and/or self-selected professional growth
- 8 activities.

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WINTON SCHOOL DISTRICT
Winton, CA 95388

Certificated Objectives Form

Evaluatee _____ School/Grade Level _____ Year _____

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

Objective Statements	Activities to Accomplish Objectives	Degree of Attainment (Furnish Support Data)

APPENDIX C-5

Objective Statements (Cont.)	Activities to Accomplish Objectives (Cont.)	Degree of Attainment (Furnish Support Data) (Cont.)

When the objectives have been established for the year, the evaluatee and the evaluator sign and date below.

Evaluatee's Signature	Date Initiated	Evaluator's Signature	Date Completed
Evaluator's Signature	Date Initiated	Evaluator's Signature	Date Completed

OBSERVATION OR CONFERENCE REPORT

NAME _____ DATE _____

CLASS/SUBJECT _____ TIME _____ TO _____
 LESSON TOPIC _____

		yes	no
I. Lesson Objective			
A.	Was there evidence of a lesson objective?		
B.	Did the lesson objective appear to be appropriate for the learner?		
C.	Were the students achieving the lesson objective?		
II. Teaching Strategies			
A.	Was the teacher teaching to the lesson objective?		
	1. Directions relevant?		
	2. Questions relevant?		
	3. Response relevant?		
	4. Activities relevant?		
B.	Was there evidence of diagnosis and prescription?		
C.	Was the teacher monitoring and adjusting to the learner?		
D.	Was the teacher using appropriate principles of learning?		

III. Comments:

IV. Follow-Up

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.

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.

1. Exceeds Standard
2. Meets Standard
3. Needs Improvement
4. Does Not Meet Standard

N/A = Not Applicable

Standard One: Engaging and Supporting All Students in Learning

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

Standard Two: Creating & Maintaining Effective Environments for Student Learning

Elements:	#	Comments:
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.		
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.		
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.		
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.		

Standard Two: Creating & Maintaining Effective Environments for Student Learning (cont'd)

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

Standard Three: Understanding and Organizing Subject Matter for Student Learning

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

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

Elements:	#	Comments:
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.		
4.2 Establishing and articulating goals for student learning.		
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.		
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.		
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.		

Standard Five: Assessing Students for Learning

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

Standard Six: Developing as a Professional Educator

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

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.

WINTON SCHOOL DISTRICT

POST OFFICE BOX 8
WINTON, CALIFORNIA
95888

May 31, 1979

Mr. Joe Basco
Public Employment Relations Board
Sacramento Regional Office
923 12th Street, Suite 300
Sacramento, California 95816

Mr. Bruce Fulmer, President
Winton Teachers Association/GTA/NEA
c/o CIA - Mr. Bill Halley
Merced/Meriposa UnitServ
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 95888, (209) 358-6561, Merced County.
4. Employee organization: Winton Teachers Association/GTA/NEA, (209) 723-8871, 3175 Collins Drive, Merced, California 95340.
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.


Ronald Pittchett
District Superintendent

EEO/Affirmative Action Employer

CERTIFICATED GRIEVANCE REPORT

Name of Grievant: _____ Date Filed: _____
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

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
(Please type or print) number
September 15 of this year.

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

The courses I will be taking will be as follows:

Name of Course	Name of College	Units
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

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	Courses not approved
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

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**

Extension courses, Weekend seminars, short term Courses, Column V (MA+90) Units, or Lower Division units must be approved by the Superintendent/Designee. Please submit to District Office at least 5 days prior to the beginning of the course.

(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: _____

Superintendent/Designee Date: _____

**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: _____