

**WHITTIER CITY SCHOOL  
DISTRICT  
AND  
WHITTIER ELEMENTARY  
TEACHERS ASSOCIATION  
CONTRACT  
FOR THE PERIOD**

**July 1, 2021 through June 30, 2024**

## TABLE OF CONTENTS

<b>ARTICLE</b>		<b>PAGE</b>
<b>ARTICLE I</b>	<b>PREAMBLE</b>	<b>4</b>
<b>ARTICLE II</b>	<b>RECOGNITION</b>	<b>5</b>
<b>ARTICLE III</b>	<b>ASSOCIATION RIGHTS</b>	<b>6</b>
<b>ARTICLE IV</b>	<b>EVALUATIONS</b>	<b>11</b>
	<b>Frequency</b>	<b>12</b>
	<b>Initial Stage</b>	<b>13</b>
	<b>Observations</b>	<b>14</b>
	<b>Final Stage</b>	<b>14</b>
	<b>Personnel Files</b>	<b>14</b>
	<b>Instructional Aides Evaluations</b>	<b>16</b>
	<b>Public Charges/Complaints</b>	<b>16</b>
<b>ARTICLE V</b>	<b>GRIEVANCES</b>	<b>18</b>
<b>ARTICLE VI</b>	<b>ASSIGNMENT, TRANSFER, &amp; FILLING OF VACANCIES</b>	<b>23</b>
	<b>Definitions</b>	<b>23</b>
	<b>Timeline for Assignment, Transfer, and Filling of Vacancies</b>	<b>24</b>
	<b>Voluntary Transfer/Reassignment</b>	<b>25</b>
	<b>Involuntary Transfer/Reassignment</b>	<b>26</b>
	<b>Notice of Assignment</b>	<b>28</b>
	<b>Vacancies</b>	<b>28</b>
	<b>Summer School Assignments</b>	<b>29</b>
	<b>Combination Class Assignments</b>	<b>30</b>
<b>ARTICLE VII</b>	<b>NEGOTIATION PROCEDURES</b>	<b>31</b>
<b>ARTICLE VIII</b>	<b>ABROGATION OF AGREEMENT ARTICLES</b>	<b>31</b>
<b>ARTICLE IX</b>	<b>HOURS OF EMPLOYMENT</b>	<b>32</b>

	<b>Instructional Minutes</b>	<b>32</b>
	<b>Professional Development Days</b>	<b>33</b>
	<b>Preparation Time</b>	<b>34</b>
<b>ARTICLE X</b>	<b>LEAVES OF ABSENCE</b>	<b>36</b>
	<b>Sick Leave</b>	<b>36</b>
	<b>Personal Necessity Leave</b>	<b>37</b>
	<b>Industrial Accident and Illness Leave</b>	<b>38</b>
	<b>Bereavement Leave</b>	<b>39</b>
	<b>Leave for Pregnancy Disability</b>	<b>40</b>
	<b>Leave Without Pay for Child-Bearing/Rearing</b>	<b>40</b>
	<b>Jury Duty Leave</b>	<b>41</b>
	<b>Leave for Judicial and Official Appearances</b>	<b>42</b>
	<b>Other Leaves Without Pay</b>	<b>42</b>
	<b>Reinstatement After Leave of Absence</b>	<b>42</b>
	<b>Family Care and Medical Leave</b>	<b>43</b>
	<b>Parental Leave</b>	<b>44</b>
	<b>Military Leave</b>	<b>46</b>
<b>ARTICLE XI</b>	<b>SHARED TEACHING</b>	<b>46</b>
	<b>Definition</b>	<b>46</b>
	<b>Requirements</b>	<b>46</b>
	<b>Compensation</b>	<b>46</b>
	<b>Request Procedures</b>	<b>47</b>
	<b>Conformance of Contract</b>	<b>47</b>
<b>ARTICLE XII</b>	<b>TOSA LANGUAGE</b>	<b>47</b>
<b>ARTICLE XIII</b>	<b>DISTRICT RIGHTS</b>	<b>49</b>
<b>ARTICLE XIV</b>	<b>HEALTH AND WELFARE BENEFITS</b>	<b>49</b>
	<b>Health and Welfare Benefit Program</b>	<b>49</b>
	<b>IRC 125</b>	<b>50</b>
	<b>Dental Plans</b>	<b>50</b>

	<b>Vision Service Plan</b>	<b>51</b>
	<b>Life Insurance</b>	<b>52</b>
<b>ARTICLE XV</b>	<b>SALARIES</b>	<b>53</b>
	<b>Stipends</b>	<b>53</b>
	<b>Salary Schedule Placement Regulations</b>	<b>54</b>
<b>ARTICLE XVI</b>	<b>CLASS SIZE</b>	<b>61</b>
<b>ARTICLE XVII</b>	<b>COMPLETION OF MEET AND NEGOTIATION</b>	<b>62</b>
<b>ARTICLE XVIII</b>	<b>NO STRIKE/LOCKOUT</b>	<b>63</b>
<b>ARTICLE XIX</b>	<b>EARLY RETIREMENT PROGRAM</b>	<b>64</b>
<b>ARTICLE XX</b>	<b>SAFETY</b>	<b>65</b>
<b>ARTICLE XXI</b>	<b>STUDENT DISCIPLINE</b>	<b>68</b>
<b>ARTICLE XXII</b>	<b>CLASSROOM RELOCATION</b>	<b>70</b>
<b>ARTICLE XXIII</b>	<b>ACADEMIC FREEDOM</b>	<b>70</b>
<b>ARTICLE XXIV</b>	<b>SPECIAL EDUCATION</b>	<b>75</b>
<b>ARTICLE XXV</b>	<b>TERM</b>	<b>77</b>

## **ARTICLE I: PREAMBLE**

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

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

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

## ARTICLE II: RECOGNITION

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

A. Employees Included:

- All certificated employees except those specifically listed below

B. Employees Excluded:

- Superintendent
- Assistant Superintendents
- Directors
- Principals
- Non-Teaching Assistant Principals
- Coordinators
- Substitute Teachers (casual day-to-day)
- Occasional/Casual Employees (hourly employees hired on a day-to-day basis)

### ARTICLE III: ASSOCIATION RIGHTS

- A. The Association may represent unit members in their employer- employee relations.
- B. Subject to reasonable regulation, the Association shall have the right to use school bulletin boards, mailboxes, District email, and the District mail service, as well as the right to use school building facilities at reasonable times for the purpose of carrying out Association duties as exclusive representation agent.
- C. Each month during every school year, the District shall deliver to the Association president the following information in *digital Excel format* for all bargaining unit members:
  - 1. Name
  - 2. Home Address
  - 3. Phone Number
  - 4. School Site
  - 5. Date of Hire
  - 6. Full time Equivalent (FTE) status
  - 7. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
  - 8. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit “PIP” or College Internship, etc.)
- D. Unit members may be granted a paid leave of absence to attend State, local or national conferences, upon the joint recommendation of the Superintendent and the Association.
- E. Association President Release Time
  - 1. The President of the Association shall be provided release time from duty without loss of salary for attendance, when invited, at administrative cabinet meetings.
  - 2. Upon appropriate notification, the President of the Association or

designee shall be provided with forty (40) days of release time each year providing that the leave is used for activities related to the duties of the exclusive representative. The District shall pay for the first five days of release time. The Association shall reimburse the District for the cost of the substitute from the sixth through the fortieth day.

F. The grievant, witnesses, and one member of the Association Grievance Processing Committee shall be granted release time when necessary to attend a grievance hearing. Whenever possible, hearings will be held after school.

G. Organizational Security

1. The Association shall notify the District of new bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each member. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following notification. Pursuant to such authorization the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Such authorization shall continue in effect from year to year unless notified in writing and submitted by the Association.
2. With respect to all sums deducted by the District pursuant to Article III, Item G, 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, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions.



3. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
4. The Association agrees to defend, indemnify and hold harmless the District against legal action by any unit member challenging the legality of this Article or its implementation.
  - a. The District, immediately upon receipt of notice of such legal action against it, the Association, or both of them, shall inform the Association of such action, provide the Association with information and pertinent documents necessary for the Association's defense or settlement of such action and cooperate with the Association in its defense of such action.
  - b. The Association, upon a compromise or settlement of such action, shall immediately pay to the parties to such action all sums due under such settlement or compromise.
  - c. The Association, upon final order and judgment of a court of competent jurisdiction awarding damages to any party (ies) in such action, shall immediately pay to such party (ies) all sums owing under such order and judgment.

H. Consultation Rights

1. The District will consult with the Association and review all programs and/or grant requirements that have an impact on the unit member's working conditions prior to submission of an application. Any impact on unit members' working conditions shall be negotiated prior to implementation as deemed appropriate. The District reserves the right to submit a grant application if the deadline necessitates it.
2. All site-based proposals or grants are subject to approval of site administration and those directly involved or affected by the proposal. Information about the grant or proposal will be provided, including

accountability and evaluation criteria, and opportunities for staff to ask questions or provide input. Information can be disseminated to the staff in a variety of ways including but not limited to Leadership Teams, Grade Level/Department Teams, whole staff meetings, or through consultation with Site WETA leadership.

The Whittier City School District and the Whittier Elementary Teachers Association agree to a 70% or more vote of approval from impacted bargaining unit members/certificated teachers for any grants, proposals, or changes to site level matters. A WETA Member will be in charge of voting and reporting the results to the members and Site-administration.

I. LCFF and LCAP

1. The Whittier City School District will hold at least four meetings throughout the school year to gather input from teachers, principals, administrators, other school staff, local bargaining units, and parents in order to identify the needs of our students and develop a comprehensive LCAP that outlines expenditures on actions and services designed to improve outcomes for all WCSD students. At least two meetings per year will include all stakeholders to ensure that participants have sufficient opportunities to hear and understand recommendations from a wide range of perspectives. The District will provide dates of the LCFF/LCAP meetings to the WETA president at least one month in advance of the first scheduled meeting.
2. The parties (WETA & WCSD) agree to collaboratively support the development and implementation of the annual Local Accountability Plan. WETA agrees to cultivate broad support from WETA Members.
3. The committee will review the LCAP expenditures of LCFF funds as provided in the upcoming state budget, consistent with the district adopted general plan for LCAP Implementation. The committee will take into consideration the input gathered at the WCSD Stakeholder Engagement Meetings while discussing expenditures.

J. New Bargaining Unit Member Orientation

Each time a person is newly employed in a position in the bargaining unit, the District shall inform them of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters. The District shall pay the hourly rate for any new bargaining unit member attending the New Membership Orientation if the orientation takes place outside the contract year.

1. Scheduling of Orientation

The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association president no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s). During onboarding meetings, the Association will provide the District with information to be included with all onboarding materials. The District shall forward any and all Association forms to the Association within seven (7) days upon receipt.

2. Association Time Provided

- a. The Association shall be provided no less than sixty (60) minutes of uninterrupted time to communicate with bargaining unit members at the annual New Employee Orientation meeting. Such time will not be provided at the end of a meeting day unless the Association requests to be placed at the end of the agenda. District administration will excuse themselves during Association time.
- b. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.

## ARTICLE IV: EVALUATIONS

It is understood by the parties that unit members are continuously evaluated by their supervisors and superiors and that this formal evaluation procedure in no way limits such continuous evaluation. A permanent unit member who receives an annual rating of unsatisfactory shall have the opportunity to have the evaluation reviewed by the Superintendent. It is the unit member's responsibility to request the review. The method of review shall be determined by the Superintendent and unit members.

The District shall endorse a continuous process of observation and evaluation of unit members of the District. The objective of the process is to improve the quality of service in the District. Unit members will be evaluated consistent with the procedures for evaluation contained in Senate Bill 813.

### A. Evaluation Timeline

- |                  |   |
|------------------|---|
| <b>August</b>    | Staff meeting on evaluation process and its components  |
| <b>September</b> | <b>On or before September 15<sup>th</sup>:</b> <ul style="list-style-type: none"><li>● Initial evaluation conference with all teachers who are being formally evaluated</li><li>● The <u>Employee Final Evaluation form</u> will be discussed including assessment tool to be used</li><li>● <u>Final Evaluation Action Plan</u> from the previous year will also be reviewed and implemented</li><li>● <u>Long Range Plans</u> filed with evaluator by teachers not being formally evaluated</li></ul> |
| <b>October</b>   | <b>On or before October 30<sup>th</sup></b> <ul style="list-style-type: none"><li>● Follow-up on <u>Final Evaluation Action Plans</u> with individual teachers</li></ul>  |
| <b>December</b>  | <b>On or before December 15<sup>th</sup>:</b> <ul style="list-style-type: none"><li>● One pre-conferenced lesson observation <u>must</u> have been completed for teachers being evaluated (additional pre-conferenced and non-conferenced scheduled observation may also have been completed)</li></ul>   |

**March**

**On or before March 15<sup>th</sup>:**

- A second pre-conferenced lesson observation must have been completed for teachers being evaluated
- Final evaluations and conferences must be completed for all probationary teachers
- First and second year probationary teachers will be notified of non-reelection by Board action if necessary

**May**

**On or before May 1<sup>st</sup>:**

- Final evaluations and conferences must be completed for all tenured teachers
- First year probationary teachers may be notified of non-reelection by Board action as allowed by education code

**June**

**By June 30<sup>th</sup>:**

- All teacher evaluations submitted to Human Resources Department

**B. Frequency**

1. Each permanent unit member will be evaluated at least every other school year.
  - a. The evaluation shall be completed no later than thirty days before the end of the school year. **(May 1)**
  - b. At least one written observation shall occur before December 15.
2. Each probationary unit member will be evaluated at least once per school year.
  - a. The evaluation shall be completed by March 15.
  - b. At least one written observation shall occur before December 15.
3. Notwithstanding section C.1 and C.2 above, unit members who meet each of the following conditions shall be evaluated every five years:
  - a. The employee has achieved permanent status;
  - b. The employee has been employed by the District continuously as a certificated employee for at least ten (10) years;

- c. The employee is “highly qualified” as defined by 20 U.S.C. section 7801;
- d. The employee was rated as meeting or exceeding standards in his or her previous evaluation;
- e. Both the employee and the evaluator consent; and
- f. Neither the employee nor the employee’s current evaluator has withdrawn consent.

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

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

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

C. Initial Stage

1. Before the formal evaluation commences, the unit member and the evaluator shall meet to discuss the evaluation guidelines, objectives and procedures as contained in the Whittier City School District Teacher Evaluation Handbook. In the conference, factors such as students' particular problems, applicability of test results and adequacy of supplies and other support materials may be discussed. In areas where differences exist the evaluator's judgment shall prevail. However, the unit member shall have the prerogative of adding comments to the guidelines, objectives and procedures. **(September 15)**

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

D. Observations

1. Each evaluation shall be based upon at least two observations of at least twenty (20) minutes. **(Observation 1: December 15. Observation 2: March 15)**
2. Individual observations or groups of observations will normally be followed by a conference between the evaluator and unit member to discuss the observations. The discussion will normally include strengths, weaknesses and recommendations for improvement, if any.

E. Final Stage

1. When the final written evaluation is completed, the unit member shall meet with the evaluator to discuss the evaluation. **(March 15)**
2. No evaluation or evaluation observation report with derogatory material about the unit member shall be placed in the unit member's personnel file unless the unit member has had an opportunity to see the material, receive a copy, and make a written comment. If the unit member makes a written comment, the comment shall be included with the evaluation or evaluation observation report in the personnel file.

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

G. Personnel Files

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

shall have the right to inspect and obtain a copy of personnel file materials, upon request. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file. Material which may be excluded from inspection shall be limited to ratings, reports, or records which:

- a. Were obtained prior to the employment of the unit member involved.
  - b. Were prepared by identifiable examination committee members.
  - c. Were obtained in connection with a promotional examination.
4. Information of a derogatory nature, except material excluded in accordance with Section H.3 above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review, and any preparation of comments in response to the material and/or statement, shall take place during normal business hours and the unit member shall be released from duty for this purpose without salary reduction.
5. Derogatory material shall be placed in the employee's file within a reasonable period after the event(s) giving rise to the preparation of the materials but in no event more than sixty (60) calendar days after the event. Documents created within the sixty (60) calendar day timeline shall not include any reference to other events outside the sixty (60) calendar day limit unless the unit member was verbally warned not to engage in similar conduct in the future or the District was unaware that the unit member had engaged in the conduct until after the timeline had passed.
6. A unit member may request that derogatory material placed in his or her personnel file be sealed in a separate envelope if four years have passed since the event or situation occurred resulting in the preparation of the document. The sealed envelope cannot be opened unless by court order or by written permission given by the unit member.



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

H. Instructional Aides Evaluations

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

I. Public Charges/Complaints

Citizen complaints shall be processed as follows:

1. Informal

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

2. Formal

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

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

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

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

## **ARTICLE V: GRIEVANCES**

### **A. Definitions**

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

### **B. Purpose**

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

C. Procedure

1. Informal Level - Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.
2. Level I
  - a. A grievance shall be presented in writing to the immediate supervisor using the grievance form within ten (10) days of the date the grievant knew or with due diligence should have known of the act or omission giving rise to the grievance. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought. The immediate supervisor shall meet with the aggrieved party and/or designated Association representative within three (3) days of the receipt of the grievance. The immediate supervisor shall provide written disposition of the grievance including the reasons therefore to the grievant and Association President within two (2) days of such meeting.
  - b. If the aggrieved party is not satisfied with the disposition of the grievance or if no disposition has occurred within two (2) days of such meeting or five (5) days from the date of presentation of the grievance, the grievance may be appealed to Level II, with a copy provided to the Association President.
3. Level II
  - a. The Superintendent or his/her designee shall meet with the aggrieved party and designated Association representative within five (5) days of receipt of the grievance appeal and shall provide a written disposition of the grievance including the reasons therefore, within two (2) days of such meeting.
  - b. If the aggrieved party is not satisfied with the disposition of the grievance or if no disposition has occurred within three (3) days of such meeting or eight (8) days from the date of the receipt of the grievance at Level II, the

aggrieved party may request the Association to submit the grievance to arbitration.

4. Level III

- a. If the Association proceeds to arbitration, it shall notify the District in writing within twenty (20) days of the receipt of the grievance at Level II. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If no agreement can be reached within five (5) days, the parties shall request the American Arbitration Association/California Conciliation Service to supply a listing of five (5) names of persons who are experienced in arbitration. Each party shall alternately strike a name until only one name remains. The order of striking shall be determined by lot. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- b. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in his/her recommendation any award such as financial reimbursement or other remedies as he/she judges to be proper. The arbitrator will have no power to add to, subtract from or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District. Issues arising out of the exercise by the Board and administration of its responsibilities under Article XII - DISTRICT RIGHTS, including the facts underlying its exercise of such discretion, shall not be

subject to this procedure. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommendations which shall be binding on the parties. By filing a grievance and processing it beyond Level II, the grievant expresses that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance.

- c. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator before he/she has had an opportunity to hear the merits of the grievance.
- d. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

D. Time Limits

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

E. Rights of Representation

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

F. No Reprisals

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

G. Miscellaneous

1. Group grievances will be processed only if there is mutual agreement of the District and the Association or if the issues are identical; such a grievance will be handled as a single grievance. The Association on behalf of the affected unit members, may process a grievance which affects more than one unit member in more than one building at Level II.
2. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved party shall submit such grievance in writing directly to the Superintendent. The processing of such grievance will commence at Level II.
3. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the District and given appropriate distributions so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.
5. Upon mutual agreement of the Association and the Superintendent, a grievance may be taken directly to arbitration.
6. A unit member may at any time present grievances to the employer, and have such grievance adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of the written Agreement. If the unit member

processes a grievance without the intervention of the Association, the Association will be notified of any proposed resolution of the grievance and allowed to share its views before the grievance is resolved.

7. When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he/she will, upon notice to the principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such meetings or hearings as a witness will be accorded the same right.
8. The grievance process may be used to grieve any failure to follow the procedures set forth in the Academic Freedom Board Policy attached to this agreement as Article XXIII, or, if a change in that policy is made by the District without first negotiating such change with the Association.

## **ARTICLE VI: ASSIGNMENT, TRANSFER, & FILLING OF VACANCIES**

### **A. Definitions**

- An assignment is the work site, grade, grade level, or subject area to which a unit member is employed to fulfill his/her contract duties.
- A transfer is the movement of a unit member from one work location to another work location at a different work site.
- A reassignment is the movement of a unit member from one subject area to another subject area or one grade level to another grade level at the same work location.

#### NOTE:

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

- A Vacancy is defined as follows:



- End of School Year - any position that remains unfilled after preliminary assignments are made.
- During the School Year - a position that becomes unoccupied due to a resignation, retirement, death, etc., or any promotional or newly created position.
- Seniority is defined as the unit member's initial date of service in the bargaining unit with the following provisions.
  1. Unit members with the same initial date of service shall have their seniority number determined through WETA/WCSD negotiations.
  2. If a unit member is assigned to a non-bargaining unit position within the District, that unit member does not accrue seniority for the purposes of this Article while working on such an assignment.
  3. A unit member's seniority shall accrue during layoff.
  4. The District shall publish a District seniority list annually, effective November 1.

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

<u>Date</u>	<u>Action</u>
Feb 1	Written Notification of Intent to Participate in Early Retirement Program sent to Human Resources
March 1	Shared teacher request and proposed implementation plan due to Superintendent
March 15	District notifies shared teachers the results of their request
March 20	Publication of Preliminary Assignments, Involuntary Transfers and Anticipated Vacancy list
March 20 - April 1	Unit members including displaced teachers, within each worksite may request a reassignment to known vacancies within that worksite
April 5	Publication of updated Preliminary Assignments, Involuntary Transfers and Anticipated Vacancy list
April 12	Unit members including displaced teachers, within each

	worksite may request a reassignment to known vacancies within that worksite
April 15	Publication of updated Preliminary Assignments and Anticipated Vacancy list
April 15 - Until Filled	Vacancy lists posted on District website and published
After April 15	Voluntarily transferred unit members may be placed in known vacancies
At any time	Unit members may notify Human Resources, in writing, of their desire to voluntarily transfer to known vacancies
By June 30	Unit members must notify District of intent not to return

C. Voluntary Transfer/Reassignment

1. A unit member may submit a request for transfer to the District at any time, whether or not a vacancy exists. A unit member may also submit a request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article.
2. If two (2) or more unit members with the appropriate credentials apply for a vacancy, transfer, or reassignment, the following criteria will be considered:
  - a. Factors related to the educational program such as appropriate training and experience;
  - b. Other factors may include credentials, major and minor fields of study, teacher experience (although this shall not exclude a teacher seeking change in subject area or grade level from consideration), special skills required by a particular assignment, (such as computer knowledge for a computer class, "signing ability" for speech therapists serving hearing-impaired students), racial and ethnic balance of the school, provided that no unit member within a major District ethnic/racial group is assigned to the school. Under no circumstances will this criteria result in the involuntary transfer or layoff of any bargaining unit member;

- c. The factors above being equal among the applicants, the applicant with highest seniority in the District shall be accepted.
3. If a unit member's request for a voluntary transfer is denied, the unit member shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reasons for the denial. The unit member may request and shall receive written reasons for the denial following said meeting.
4. If the unit member requests that his/her application for transfer be kept confidential, the principal at his/her school shall not be notified by Human Resources of the application until after an offer of transfer has been made, and the matter will be treated as confidential as practicable.
5. All requests for reassignments or transfers must be submitted to the Assistant Superintendent of Human Resources in writing.
6. The District is not precluded from advertising for and/or interviewing applicants from outside the District for any vacant position. No position shall be filled until all District applicants have been interviewed.
7. Whenever a vacancy for the ensuing school year is anticipated within a school and a unit member at that school site requests reassignment to the position, with the principal's agreement, the assignment will be made between March 20 – April 1.
8. After the April 5 posting of vacancies (or sooner, if known), involuntary transfers/reassignments supersede all other provisions of this Article.

D. Involuntary Transfer/Reassignment

1. Involuntary transfers/reassignments shall only be made when a position is unfilled and for the following reasons: A decrease in the number of students which requires a decrease in the number of unit members pursuant to class size, elimination, addition or change in program(s) and/or funding, change of boundaries or school closings.

2. If a decrease in the number of students, change of boundary, or the elimination or addition of programs(s) and/or funding occurs, the District shall seek volunteers prior to making involuntary transfer/reassignment. If involuntary transfer/reassignment becomes necessary, the unit member with the least seniority shall be transferred or reassigned. If there is an opening at the school of the displaced teacher before or during the Preliminary Assignment dates (March 20 to April 1), that teacher may choose to fill a vacant position within that school. If he/she does not accept that assignment, the teacher will be placed on the involuntary transfer list.
3. If a particular school is to be closed, then unit members at that school shall be accorded the first priority for filling any new or vacant positions at the school or schools at which the students at the closing school are being placed for the coming school year.
4. All unit members involuntarily transferred or reassigned under Article D.1 shall be given the opportunity to indicate three (3) preferences for reassignment to known vacancies District-wide by April 12 and shall also be accorded first priority for filling all vacancies that arise for which they have an appropriate credential. The determination of which unit members shall fill vacancies when two or more of these unit members apply for the same vacancy shall be determined on the basis of the unit member with the greatest seniority receiving the position. This section supersedes all other provisions of this Article. For vacancies occurring after April 15, the procedures set out under voluntary transfer of this Article shall apply. (For example, if a unit member is assigned a combination class and does not want it, they would be placed on the involuntary transfer list, if that assignment occurred before July 1.)
5. Unit members who are transferred or reassigned during the school year shall be allowed three (3) days of released time for the preparation prior to the effective date of the transfer or reassignment. The District shall provide

assistance in the moving of the unit member's material whenever a unit member is transferred or reassigned.

6. Unit members who are transferred, reassigned and relocated to another classroom or school, prior to the first day of school, shall receive 2 (two) sub days or release time or 2 (two) days of compensation at the substitute rate.
7. Notification to involuntarily transfer/reassign should be made no later than March 15 for the following school year. However, if a unit member is involuntarily transferred or reassigned after July 1, he/she shall be added to the involuntary transfer list for the next school year based on seniority.

E. Notice of Assignment

1. The District shall publish the Preliminary Assignments *and Anticipated Vacancies list* for the school and /or division for the ensuing school year no later than March 20. This list will include teachers' names, grade level assignments (and/or subject areas), and work site of each position. The unit members affected by any change before the Preliminary Assignments and Anticipated Vacancies list is posted shall be given written notice before the change is made. An updated Preliminary Assignments and Anticipated Vacancies list will be published by April 5.
2. After the publication of the March 20 Preliminary Assignments and Anticipated Vacancies list, each unit member within each work site will have an opportunity to request a reassignment for the next school year. This request should be in writing and given to the site administrator.

F. Vacancies

1. The District shall make available to the Association and post in all school buildings a list of all vacancies, promotional positions and new positions that occur during the school year upon knowledge of the vacancies. The list shall contain the following:
  - a. A closing date which is at least ten (10) work days following the posting date;

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

G. Summer School Assignments

1. The District shall make available to the Association a list of summer school teaching positions. The list shall be posted and contain the following:
  - a. A closing date which is at least ten (10) working days following the posting date;
  - b. A job description;
  - c. Qualifications/credentials necessary to meet the requirements of the position.
2. No assignment to fill the vacancy shall be made until the closing date.
3. The District shall notify unit applicants of summer employment by June 1.
4. Applications shall be made available at each school site and also available online. Completed applications to be sent to Assistant Superintendent of Human Resources.

#### H. Combination Class Assignments

1. The Administrator will seek volunteers to be assigned to the combination class within the affected grade levels.
2. Acceptance of a combination class assignment by a more senior teacher at that grade level, on a voluntary reassignment basis will not jeopardize their right to move back to their original single grade level assignment the following year.
3. In the event that the teacher assigned to a combination class chooses to return to their prior grade level and there is not a vacancy, the teacher with the least district seniority, including the combination class teacher, at that grade level will be displaced . The teacher with the least district seniority, at that school site, may be involuntarily transferred.
4. In order to ensure an understanding of all parties in the grade levels potentially affected by this combination class reassignment, a form will be signed by all parties involved (Appendix A).
5. If there is not a volunteer, combination classes shall be assigned to the unit member with the least district seniority in the grade levels affected by the combination class.
6. A unit member who is involuntarily or voluntarily transferred from another school to a combination class, will be assigned for the duration of the school year.
7. If a combination class is needed for the following school year, teachers at the affected grade levels follow the process in Article H.
8. Should a combination class be eliminated before the end of the school year, that teacher may be reassigned to a different grade level/position or different school site, for the remainder of that school year.
9. This reassignment will not jeopardize their ability to return to their original assignment the following year.

10. In the event that the teacher reassigned chooses to return to their prior assignment and there is not a vacancy, the teacher with the least district seniority, including the reassigned teacher, at that grade level will be displaced. The teacher with the least district seniority, at that school site, may be involuntarily transferred.

## **ARTICLE VII: NEGOTIATION PROCEDURES**

At the regularly scheduled Board meeting in March of the calendar year, the Association will present its initial proposals for the succeeding year. Within ten (10) work days after the first regularly scheduled Board meeting in April, the District will begin negotiations with the Association. Either party may utilize the services of outside consultants under the negotiations procedure. The Association may discharge its respective duties by means of authorized officers, individual representatives or committees. Negotiations shall take place at mutually agreeable times and places. The Association shall designate the representatives, any five (5) of whom shall each receive release time as needed for scheduled negotiation sessions (a session is anytime WETA and District negotiation teams meet) without loss of compensation when such negotiations are scheduled during work hours. The Board shall continue the policy of providing District information pertinent to bargaining procedures to the Association. The District shall provide a copy of the contract for proofreading to the Association within thirty (30) working days after the contract is ratified. The District will deliver to the Association a printed copy of the contract no later than thirty (30) working days after corrections and final signing. The District will post the contract online within 30 days after signing and will provide a printed copy to members upon request. The cost of production of the contract shall be borne by the District.

## **ARTICLE VIII: ABROGATION OF AGREEMENT ARTICLES**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall be deemed invalid,



except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

- B. It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.
- C. Any provisions of this agreement which violate Government Code Section 16280 or which would cause loss of State revenues are null and void. The District shall immediately inform the Association of such alleged violations and shall provide the Association with all information and dates substantiating the violation.

## **ARTICLE IX: HOURS OF EMPLOYMENT**

### **A. Hours of Employment**

- 1. Unit members shall be at work stations and responsible for instructional and other assignments for a minimum of seven and one-half (7 1/2) hours per day, inclusive of a thirty (30)-minute lunch period.
- 2. Instructional Minutes
  - a. Preschool: 240 minutes/day
  - b. Transitional Kindergarten and Kindergarten:  
Regular Day: 310 minutes/ Minimum Day: 210 minutes
  - c. First through Third Grades:  
Regular Day: 310 minutes/ Minimum Day: 210 minutes
  - d. Fourth and Fifth Grades:  
Regular Day: 330 minutes/ Minimum Day: 220 minutes
  - e. Sixth through Eighth grades:  
Regular Day: 355 minutes/ Minimum Day: 215 minutes
- 3. Unit members are primarily responsible for duties necessary to meet their students' needs; preschool unit members may assist an additional ninety (90) minutes per week to support instruction in other classrooms.
- 4. Duty for Special Assignments:  
Special Day Class teachers (either in mild/moderate or moderate/severe educational settings) with on-going responsibility for before and/or after

school duty (e.g. bus duty) will be exempt from further regularly-scheduled duties. Itinerant teachers who work more than one site per day will not be assigned regular duties on any day in which their assignment is split between two or more schools.

5. Transitional Kindergarten and Kindergarten will implement the minimum day instructional minutes until the first day of the fourth week of school.
- B. In addition to the above minimum time, unit members are responsible for:
1. Back-to-School nights
  2. Open House, if scheduled (The School leadership team will collaborate with school administration to schedule school-wide events (Back-to-School Night, Open House, etc.)
  3. Other duties consistent with past practice.
  4. Each school shall schedule minimum days for Back-to-School Night/Open House and last day of school.
- C. On days when unit members are scheduled to work but the pupils are not scheduled to be present, and on days of an emergency release of pupils or on minimum pupil days, the workday shall be seven and one-half (7 1/2) hours for all unit members, inclusive of a thirty (30)-minute lunch period.
- D. All unit members shall be entitled to a duty-free lunch period of thirty (30) minutes. Unit members assigned to two or more schools in a day will receive a minimum 30-minute duty free lunch and a minimum of thirty minutes for driving and preparation per traveling day.
- E. All unit members shall be required to work 183 days, one of which is a Professional Development Day, except psychologists who work 190 days and middle school counselors and social workers who work 191 days. The scheduling of such workdays for the school year shall be as set forth in Appendix B & C: Bargaining Unit Calendar.
- F. Professional Development Days
- The parties agree that contractual leave rights will apply to the Professional Development days, except as modified as follows:

1. No Personal Necessity Leave as defined in Section 10.b.5 will be permitted on Professional Development Days (Personal Necessity as defined by Section 10.b.1, 2, 3, 4 remains in effect).
2. The District may request a Doctor's note to verify sick leave taken on Professional Development Days.
3. Employees will arrive at Professional Development Days on time and remain for the full day. Sign-In and Sign-Out verification will be used. In the event that employees do not attend the entire day, their partial day attendance is subject to the leave restrictions contained herein (unexcused partial day attendance may result in being docked for the full day).

G. Preparation Time

1. All middle school bargaining unit members shall be assigned a preparation period within the contracted day. The preparation period shall be the same length as the regular period.
2. Bargaining unit members shall not be used as substitutes during their preparation period unless the unit member agrees to do so. If a unit member substitutes during his/her preparation period he/she will receive one fifth (1/5) of his/her daily rate.
3. Substitutes shall be provided for Special Day Class and Resource Specialist Teachers.
4. In the event no substitute is available for an absent teacher and the site administrator determines that it is necessary to assign up to one-fifth of that class to another unit member, and that unit member agrees to receive those students, that unit member shall receive one-fifth of his/her daily rate, prorated for the time he/she has the students.
5. The Whittier City School District and the Whittier Elementary Teacher Association agree to provide additional compensation to any 7th or 8th grade single-subject credentialed teacher who is assigned to teach four or more varying grade level and/or subject matter courses. If possible, the principal will adjust the teacher's schedule to include an additional preparation period.

If this is not possible, the teacher will be compensated \$1400 per trimester. The Whittier City School District and the Whittier Elementary Teacher Association agree to provide additional compensation to any multiple-subject credentialed teacher placed at the middle school level who is assigned to teach four or more subjects with three or more different groups of students during the school year. If possible, the principal will adjust the teacher's schedule to include an additional preparation period. If this is not possible, the teacher will be compensated \$1400 per trimester. Bargaining unit members assigned to a self-contained classroom will not be eligible for the additional compensation.

H. Minimum Day Schedule

1. Ten (10) days shall be designated as full "teacher days" and assigned where deemed necessary by the principal and school leadership team on the district minimum day calendar. Ten (10) days shall be deemed as full "District/site days" and assigned as needed by the District and principal to the minimum day calendar. The remaining minimum days shall be apportioned equally between teacher time and teacher collaboration/school needs, as designated by the school principal and the school leadership team. The following days are not designated as teacher or district days and do not apply to the above language:
  - A. Back-to-school night and Open House
  - B. Comp Days
  - C. First and last day of school
  - D. Parent Conferences
2. Fifteen minutes will be given for student dismissal time and shall not infringe on either teacher prep or teacher collaboration time.
3. All special education district collaboration meetings will be recorded or offered in an alternative format for staff unable to attend the synchronous meeting. Office hours to provide clarification and support will be offered on an as needed basis by appointment.

## ARTICLE X: LEAVES OF ABSENCE

### A. Sick Leave

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

leave for that school year. If a unit member terminates employment, the amount of sick leave used but not earned will be deducted from the final salary warrant.

6. A unit member absent for illness or injury may be requested to verify the absence by a doctor's verification for an absence of more than five (5) days.
7. Sick leave under "1" of this Article will accumulate while a unit member is on a fully paid leave.
8. Absences shall be reported to the principal as far in advance as possible. Emergency absences may be entered in the online absence management system at any time, but must be reported by 7:00 a.m. When unit members are ready to return to duty, they shall inform the principal of their school the preceding day, by 3:00 p.m. if possible, or, in any event, not later than 7:00 a.m. of the day they are returning.

B. Personal Necessity Leave

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

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

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

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

C. Industrial Accident and Illness Leave

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

1. The accident or illness must have arisen out of and in the course of the employment of the unit member and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Insurance Fund.
2. Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability, but not to exceed sixty (60) working days, and shall not be charged against their sick leave.

3. Allowable leave shall not be accumulated from year to year.
4. The leave under these rules and regulations shall commence on the first day of absence.
5. When a unit member is absent from duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs, as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
6. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
7. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
8. During any paid leave of absence the District shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.
9. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided for sick leave and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity will result in payment to him/her of not more than his/her full salary.

D. Bereavement Leave

1. A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if out-of-state travel is required, without loss of salary on account of the death of any member of his/her immediate family.



2. For purposes of this provision, an immediate family member shall be limited to mother, mother-in-law, father, father-in-law, uncle, aunt, stepfather, stepmother, grandmother, grandfather, grandchild of unit member or of the spouse of the unit member, spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepbrother, stepsister, ex-in-law, or any relative living in the immediate household of the unit member.

E. Leave for Pregnancy Disability

1. Unit members are entitled to use sick leave as set forth in Section A for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefore on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician. However, the District may verify the extent of disability through contact with the unit member's physician.
2. Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave has been exhausted. The date on which the unit member shall resume duties shall be determined by the unit member on leave and the unit member's physician. However, the District may verify the extent of disability through contact with the unit member's physician.
3. Any unit member on leave under this section who suffers a miscarriage or death of a child subsequent to childbirth shall, upon request, be returned to her regular assignment within five (5) work days of her written request.

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

1. Leave without pay or other benefits may be granted to a unit member for preparation for child bearing and for child rearing.

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

G. Jury Duty Leave

1. Except for the reasons set out below, a unit member shall be granted a maximum of (10) days leave of absence with pay when called to serve jury duty.
2. Upon receipt of the official jury summons, the unit member shall submit to the District on the next working day a copy of the document as official notification.
3. The unit member, after serving jury duty, shall remit to the District her/his jury duty stipend/payment less travel expenses (mileage).
4. It is the responsibility of the unit member to report to work whenever she/he is not required to report for jury duty service. Unit members who are released from jury duty with sufficient time, shall return to their work sites and report to their supervisor(s) to be assigned duties for the remainder of the day.
5. Jury duty leave will not be granted with pay more than once in each school year and not more than one unit member from the same site will be granted leave with pay at the same time. The District reserves the right to request a unit member to seek an exemption from jury duty service when the unit member's absence will create a hardship on the District because an appropriate substitute cannot be employed.
6. The District shall assist a unit member with any request made to the court regarding jury duty obligations.
7. Unit members are encouraged to postpone jury duty until summer break. In order to qualify for a stipend of \$500, the unit member must submit proof of

postponement documentation and jury service to Human Resources. It is understood that this member would not be performing summer school duty during this jury duty time.

H. Leave For Judicial and Official Appearances

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

I. Other Leaves Without Pay

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

J. Reinstatement After Leave of Absence

Any unit member on paid leave of one year or less will return to the same position he/she had prior to taking leave. Any unit member on an unpaid leave for more than

one (1) year shall not be entitled to return to the same position. However, reasonable effort will be made to return teachers to the same position.

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

K. Family Care and Medical Leave

1. It is the intent of this section to be consistent with the California Family Rights Act (CFRA: Government Code section 12945.2) and the Family and Medical Leave Act of 1993 (FMLA). Employees who have been employed for at least one year with the District and who have worked at least twelve hundred fifty (1,250) hours in the previous school year (July 1 through June 30) immediately preceding the leave shall be granted, upon written request, up to twelve (12) weeks of unpaid leave during a twelve (12) month period commencing on the first date family care or medical leave is taken, for a qualifying reason, including:
  - a. The Employee's serious health condition as defined by law (FMLA/CFRA).
  - b. To care for specific family members with serious health conditions:
    - i. Parent (FMLA/CFRA); "Parent" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.
    - ii. Spouse (FMLA/CFRA);
    - iii. Registered domestic partner (CFRA);
    - iv. Minor child or adult child with a disability and incapable of self care (FMLA/CFRA);
    - v. Child regardless of age, disability, or dependency status (CFRA); "Child" means a biological, adopted or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.

- vi. Grandparent (CFRA);
  - vii. Grandchild (CFRA);
  - viii. Sibling (CFRA); "Sibling" means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.
2. The birth of a child of the employee, or placement a child with the employee in connection with adoption or foster care (FMLA/CFRA);
  3. To care for a parent, spouse, child regardless of age, or next of kin as defined with a serious injury or illness incurred in active duty military service for up to twenty-six (26) workweeks in a twelve (12) month period. (FMLA) The twelve (12) month period shall commence on the first date leave is taken.
  4. A qualifying exigency arising from a parent, spouse, registered domestic partner (CFRA), or child's (regardless of age) covered active duty military service (FMLA/CFRA).

A detailed statement from a healthcare provider (as defined by law) shall accompany a request for leave for the serious health condition of the employee or for the serious health conditions of family members (as defined above).

When such a leave is foreseeable, an employee shall give the District at least thirty (30) days advance written notice. When the leave is not foreseeable, an employee shall give written notice to the District as soon as the employee is aware of the need for leave.

The twelve (12) workweeks of family care and medical leave to which an employee is entitled under State law shall run concurrently with the 12 weeks of family care and medical leave to which an employee is entitled under federal law, except for any leave taken under federal law for disability on account of pregnancy, childbirth, or related medical conditions.

#### L. Parental Leave

1. Pursuant to California Education Code 44977.5, employees are entitled to paid parental leave as set forth in this section. For purposes of this section, “parental leave” means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
  - a. An employee shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) weeks.
  - b. When an employee with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, the employee shall be entitled to one-half of the unit member’s salary for any of the remaining twelve (12) weeks. The employee shall receive no less than 50% of his or her regular salary.
  - c. During the leave, the unit member is entitled to have their benefits maintained, but they must continue to pay their monthly copayment (as per Article XV Section 1.4) during the leave.
  - d. The leave need not be taken in one continuous period, but parental leave must be taken in increments of at least two (2) weeks duration; however, the unit member may take parental leave in increments of less than two (2) weeks on up to two occasions.
  - e. Parental leave taken must be used within twelve (12) months of the birth or placement of the child.
  - f. Parental leave under this section runs concurrently with parental (child bonding) leave under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.

- g. Unless there are extenuating circumstances, the employee must give the District at least thirty (30) days' advance written notice of his or her intention to use parental leave and the anticipated dates of leave.

M. Military Leave

The provisions of Education Section 44800 (military leave) are incorporated into this Agreement. The certificated employee shall give the District at least thirty (30) days' notice, if possible, of his/her intent to return from such military leave.

**ARTICLE XI: SHARED TEACHING**

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

school year and then serves fifty percent (50%) the second year, the unit member will make one (1) step advancement on the salary schedule at the beginning of the third school year.

2. The total fringe benefit cost of the District, when two (2) unit members are employed in a shared teaching assignment, shall not be greater than if no job sharing existed. The unit members shall be entitled to receive prorated District fringe benefit coverage contributions in the same ratio as their individual service bears to their individual full-time employment and may purchase remaining insurance at District group rate.
3. Should either employee waive the insurance coverage, the other employee will be eligible for full family coverage.

D. Request Procedures

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

E. Conformance of Contract

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

## **ARTICLE XII: TOSA LANGUAGE**

- A. TOSAs shall work the same contractual year and days as regular classroom teachers and be paid the same as a regular teacher according to the District's salary schedule. Any additional work days assigned to the TOSA associated with their regular TOSA responsibilities will be mutually agreed upon and paid at their per diem rate.



- B. TOSA positions shall be posted for all certificated employees at all sites in order that all qualified bargaining unit members may apply. Applicants must have at least three (3) years of classroom experience to apply.
- TOSAs shall report to a designated administrator. A job description of the TOSA duties shall be given to the TOSA prior to acceptance of the position. If the TOSA job description requires duties of a SPED or Dual Immersion credentialed teacher, the unit member will be placed on the same salary schedule as a SPED or Dual Immersion teacher.
- C. TOSAs shall not evaluate other bargaining unit members or be put in positions of authority over bargaining unit members.
1. When a TOSA chooses to return to a regular teaching position, notification will be given to Human Resources by March 1 of their intent to return for the next school year.
  2. A unit member who serves as a TOSA has the right to return to the school site and position held prior to becoming a TOSA for up to two (2) years. In the event this causes a surplus of teachers, normal contract provisions shall apply to determine the transfer of a teacher from that school.
  3. When a TOSA returns to the classroom after two years, the involuntary provisions of the contract apply. If the TOSA's original classroom position is vacant, the TOSA will have priority to return to that position when the position is flown.
- D. Every effort will be made to use TOSAs in alignment with their identified professional responsibilities. If a TOSA is called upon to substitute, it will be as a last option resulting from an inability to secure another substitute.

## **ARTICLE XII: DISTRICT RIGHTS**

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

## **ARTICLE XIV: HEALTH AND WELFARE BENEFITS**

- A. Health and Welfare Benefit Program:
1. It is the District's intent to provide funding adequate to pay for unit members' health and welfare benefits, except as limited in this article.

2. Unit members choosing PERS CARE will be required to pay the difference in cost over the PERS CHOICE premium.
  - a. The District agrees to pay for health and welfare benefits for unit members at their level of need:
    - i. 1 party;    b. 2 party;    c. Family
 

For purposes of this section, domestic partners shall be eligible to participate in plan coverage if they meet the definition of a domestic partner and comply with all prerequisites imposed by CALPERS regulations and guidelines.
  - b. Each unit member may choose any carrier offered by PERS.
  - c. The PERS Plans available include:
 

HMO PLANS

Kaiser                      Blue Shield

FEE FOR SERVICE PLANS

PERS CHOICE                      PERS CARE
- d. Effective with the August 1, 2020 paychecks, premium co-payments will be collected as listed:
  - a. 1-Party shall have a co-payment of \$50 tenthly.
  - b. 2-Party shall have a co-payment of \$70 tenthly.
  - c. Family shall have a co-payment of \$100 tenthly.
- e. Unit members may elect to satisfy their co-payment obligation through an IRC 125 payroll deduction. Unit members may also fully participate in the IRC 125 program, which may include eldercare and/or childcare, as well as other allowable payroll deductions. This program will be administered by American Fidelity and monitored by the Whittier City School District.
- f. The maximum coverage of the dental benefits shall be \$1,500 per year under the following plans:
  - i. The Delta Dental Plan:

Unit members are able to select Delta Dental single, two party or family coverage. A unit member will receive dental coverage on the basis of 70/30 for the first year of usage; 80/20 for the second year of usage; 90/10 for the third year of usage and 100% for the fourth year of usage and for years of usage thereafter.

- ii. Unit members employed prior to November 1, 1997 that had Private Medical Care Incorporated (PMI) family dental coverage are permitted to continue with PMI or switch to Delta Dental. Unit members hired after September 30, 1997 no longer have the option of PMI.
- iii. Election of either the Delta Dental Plan or PMI is made for the entire year.
- g. WCSD Vision Service Plan for the unit member and family.
- h. Life insurance for the unit member only:
  - i. \$10,000 District-funded life insurance through Hartford Life Insurance Company.
  - ii. Full-time certificated personnel may also elect to purchase up to \$20,000 of supplemental life insurance in \$10,000 or \$20,000 increments.
  - iii. If a unit member is employed 80% or more, the District shall pay the full amount of the annual health, dental, vision, and life insurance premiums at the unit member's level of need.
  - iv. If a unit member is employed on a 50% to 79.9% basis, the District shall pay the full amount of the annual health, dental, vision and life insurance premium of the unit member.
  - v. If the unit member is employed on a less than half-time basis (less than 18.75 hours per week but more than 12.5 hours per week) the District shall contribute one-half the full amount of the annual

health, dental, vision and life insurance premiums of the unit member.

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

school year shall have insurance benefits commence with the next succeeding pay period. Unit members who terminate their employment prior to the close of the school year shall be covered through the last day of the month in which the termination occurs.

- ix. Those unit members who go on an authorized unpaid leave of absence shall continue to receive District-paid medical, dental, vision and life insurance coverage until the end of the next month. Thereafter, they may opt for the Family Medical Leave Act provisions or continue coverage at their own expense by payment of the premiums in a manner reasonably required by the District.
- x. The District agrees to maintain current benefits and services. If a change in carrier or coverage is contemplated, the District and Association will return to the negotiating table.
- xi. Early retirees (64 years of age or less) - refer to Article XIX, A.2 of this contract.

## **ARTICLE XV: SALARIES**

A. Introductory Statement: The District and the Association have expressed a mutual interest in maintaining the Whittier City Teachers' Salary Schedule at a competitive level. There is also a mutual interest to attract qualified, fully credentialed teachers. In addition, both parties have expressed an interest to continue working together in a collaborative manner in salary negotiations. It is believed that this can be achieved through the use of mutually agreed upon objective criteria.

### **B. STIPENDS**

- 1. Employees identified below will receive a \$2,000 stipend if the employee's current assignment requires a credential or certificate.
- 2. A stipend in the amount of \$500 will be provided annually to unit members for successful completion of the National Board Certification. In addition, the District

agrees to pay \$500 to a unit member who provides documentation that they have registered for the initial assessment of the National Board Certification.

3. Any multiple subject credentialed teacher placed at the middle school level, who is assigned to teach four or more subject matter courses with three or more different groups of students during a trimester, may be eligible for an additional preparation period. If the principal is unable to adjust the teacher's schedule to include an additional preparation period, the teacher will receive a stipend in the amount of \$1400 per trimester. Bargaining unit members placed in a self-contained classroom are not eligible for this additional compensation.
4. Any 7th or 8th grade single subject credentialed teacher who teaches four or more content matter courses during a trimester, may be eligible for an additional preparation period. Seventh and eighth grade same subject area teachers shall be considered two separate courses. If the principal is unable to adjust the teacher's schedule to include an additional preparation period, the teacher will receive a stipend in the amount of \$1400 per trimester. Bargaining unit members placed in a self-contained classroom are not eligible for this additional compensation.

C. Salary Schedule Placement Regulations

1. Unit members shall be assigned to a salary classification according to training and experience and shall be paid accordingly. Any "A" Column on the Teacher's Salary Schedule requires a full credential. The columns of the Teachers Schedule shall be as follows:
  - Column I Bachelor's Degree and Credential
  - Column II Bachelor's Degree and Credential including fifteen approved semester units beyond the Bachelor's Degree.
  - Column III Bachelor's Degree and Credential including thirty approved semester units beyond the Bachelor's Degree.
  - Column IV Bachelor's Degree and Credential including forty-five approved semester units beyond the Bachelor's Degree.

Column V Bachelor's Degree and Credential including sixty approved semester units beyond the Bachelor's Degree or Master's Degree plus 24 approved semester units beyond the Master's Degree.

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

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



advance beyond the fifth step on the schedule. Unit members with fifteen semester units after a Bachelor's Degree and an emergency permit with no regular credential shall be placed on Salary Classification II and shall not advance beyond the seventh step on the schedule. Credit allowed for previous experience will be one (1) year's credit for each two (2) years of actual teaching experience. No unit member with an emergency credential shall be granted credit for more than two (2) years of experience.

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

calculation of the incentive money will be done after February 1 and teachers will receive the incentive money by April or as soon thereafter as possible.

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

- b. Courses will be approved if completed pursuant to a course of study for a higher degree which is relevant toward rendering services in the District.
  - c. Courses will be approved if they relate to the current assignment of the unit member. Disputes between the principal and the teacher may be submitted to the Salary Schedule/Sabbatical Committee which will rule on the matter. The Committee's recommendation may be overruled by the District, but the unit member will then have the right to grieve the matter.
  - d. Courses will be approved if they are related to an anticipated assignment within the District. Anticipated assignments as provided herein will be defined with the approval of the principal, and subject to final approval by the Superintendent or his/her designee.
  - e. The District will not deny credit for courses which it has approved prior to the unit member beginning the course.
15. School Psychologists shall be employed 190 days and shall be paid in accordance with the salary schedule attached as Appendix H
16. Middle School Counselors shall be employed for 191 days and placed on the appropriate step of the Counselor's Schedule (See Appendix H).
17. Teaching Vice-Principals shall be employed on a ten (10) calendar month basis and shall be paid 1.04 times their classification and step status on the Teachers Salary Schedule, Appendix H, and work the same length of year as a regular teacher.
18. Voluntary Payroll Deductions. The Board, when drawing an order for the salary payment due to unit members, shall reduce the order by the amount which has been requested in a revocable written authorization by the unit member to deduct for any or all of the following purposes:
- a. Premiums on policy for income protection insurance approved by the Board.
  - b. Contributions to United Way, Inc.

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

- c. Language requirement - one (1) unit per year up to a maximum of six (6) units.
  - d. Successful completion of language examination - two (2) units.
- 24. Each unit member who is eligible for mileage reimbursement as part of his/her regular duties, shall be given the choice of accepting the mileage rate or a flat rate per month. The mileage rate offered shall be the current Internal Revenue Service rate and the reimbursements shall be set forth in this section of the contract. The current mileage rate is set by federal guidelines at .56 per mile. (Only if the mileage rate is adjusted will the flat rate be adjusted. The flat rate will be adjusted by the same percentage as the mileage rate.) Unit members accepting the flat rate mileage reimbursement will not be required to do any recordkeeping for the District. The unit members affected must make their choice known to the District by September 15. They may not change their option until the following September. Once a choice has been made it shall not be necessary to notify the District of the option choice unless the member wishes to change the choice selection.
  - a. The monthly flat rate payment shall be as follows: Psychologists, Program Specialist and District Nurse \$88.15
  - b. Certificated Hourly Rate Schedule  
See Appendix H for Certificated Hourly Rate Schedule.

## ARTICLE XVI: CLASS SIZE

- A. The District shall maintain the following staffing ratios for the allocation of classroom teaching positions to a school. K-5 and K-6 - 1:30.5 (one classroom teacher for each 30 regular program students) 20:1 classes shall be excluded from the staffing ratios. 6-8 - 1:26.5 (no 6/7 formula) excluding Andrews. Middle school counselors, categorically funded unit members in support programs, special education teachers, certificated non-unit employees, and classified personnel shall not be utilized in the above computation or application of the staffing ratios listed above.
- Note. The above ratios are not to be interpreted as being class size. They are an allocation ratio of classroom teachers to a school.
- B. If the application of the above ratios result in a fraction of .5 or more, then an additional teacher shall be assigned.
- C. The District shall utilize its initial enrollment projections for the application of these ratios for the opening of school for all grades (K-8). At the end of the first school month (fourth week of school) the District shall utilize the above staffing ratios to finalize staffing for the school year. The District shall again utilize the above staffing ratios with the seventh and eighth grades one week after the semester break.
- D. The District will continue to monitor K-5 and K-6 site ratios throughout the year with the intent to maintain ratio listed in A above.
- E. In an effort to keep middle school PE classes at safe and reasonable sizes while still providing flexibility in scheduling, a good faith effort will be made so that master schedule development will include analysis of the impact on PE class size. PE teachers may be included in scheduling decisions and the impact on PE classes. Classes beyond 55 will be remedied by additional section(s), teacher per diem rate compensation, or a PE instructional aide.

## **ARTICLE XVII: COMPLETION OF MEET AND NEGOTIATION**

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

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

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

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

## **ARTICLE XVIII: NO STRIKE/LOCKOUT**

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



## **ARTICLE XIX: EARLY RETIREMENT PROGRAM**

- A. All unit members are eligible for the Whittier City School District Early Retirement Plan at age 50 or over if they have at least ten (10) years of full-time service in the District.
1. An individual opting for early retirement shall be for a period not to exceed seven years or to age sixty-seven, whichever comes first. The unit member must apply for Medicare when eligible and not continue on the District-paid insurance coverage. The period shall not extend beyond the sixty-seventh birthday, except when said birth date occurs within the period from September 1 through June 30.
  2. Persons opting for early retirement shall be allowed to maintain the health insurance programs of the District. Early retirees shall be eligible to receive fringe benefits (employee only coverage). Retirees will be allowed to purchase coverage for his/her eligible family members and must remit an amount equal to the annual premium for dependent coverage at the time of enrollment and/or renewal.

## ARTICLE XX: SAFETY

### A. Safe Working Conditions

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

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

8. The District shall supply and maintain adequate means for two-way communication between a teacher and other staff members at the school for emergency situations.
9. In the event of an emergency school or District closure due to natural disaster, quarantine or government order, Unit Members shall continue to receive their daily rate of salary and benefits. The parties shall meet to negotiate the scheduling of any make-up days required by law.
10. The District shall provide a safe workplace that protects unit members from physical and emotional violence, sexual harassment and other abuse.

B. District-Site Safety Committees

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

5. The District may provide professional development on a voluntary basis to unit members who request training on Crisis Prevention and Intervention, or use of conflict intervention skills that include strategies for working with aggressive students.

C. Specialized Health Care Procedures

1. No unit member will be required to perform the following specialized health care procedures: catheterizations, crede', diapering, injections, ileostomies, colostomies, gastrostomies, tracheostomy, suction, oxygen administration, gavage feeding or draining.
2. School sites shall maintain adequate supplies of rubber gloves, mouth-to-mouth breathers and facilities to wash with water and antiseptic soap for unit members who come in contact with bodily fluids.

D. Pupil Transportation

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

E. School and Personal Property Liability Coverage

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

F. Personal Vehicle Damage

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

The above is contingent upon all of the following:

1. The unit member secures a police report regarding the vehicular vandalism or a written witness report documenting the accidental damage within 24 hours of the incident;
2. The damaged vehicle was parked at an appropriate location in a legal manner on or near school district property while the unit member was required to be engaged in district business;
3. The unit member provides the Business Office with evidence of the amount of insurance deductible payment actually made by the unit member to his/her insurance company.
4. Repair receipts that are limited to a 6 month time frame for completion of the work and a statute of limitation of one year for the actual submission of repair receipts.
5. This provision is not retroactive.

G. Student Confidentiality

The district shall provide an annual student confidentiality training for all unit members. The training shall include topics such as communications, handling of student records, social media, etc.

The district shall also provide access to a confidential workspace to ensure the confidentiality of staff working directly with students (school psychologists, counselors, social workers, etc.). Staff and itinerant personnel will be provided with a locking file cabinet or other resource to keep confidential materials safe.

## **ARTICLE XXI: STUDENT DISCIPLINE**

- A. Each unit member shall be given a copy of their school site's student discipline procedure for short-term and long-term student suspension and student expulsion at the start of each school year. These procedures shall include a description of the right of a unit member to suspend a student from his/her class.

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

## **ARTICLE XXII: CLASSROOM RELOCATION**

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

## **ARTICLE XXIII: ACADEMIC FREEDOM**

### A. Philosophy

1. It is the philosophy of the school board to educate young people in the democratic tradition to foster recognition of individual freedom and social responsibility and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights. This Board accepts as one of its major responsibilities the protection of these freedoms for students, teachers, and others directly concerned with the school program.
2. Freedom of individual expression shall be encouraged and guaranteed by the board to all its teachers as they utilize their abilities and resources to maintain a climate of intellectual freedom, without license, in the schools.
3. Academic freedom is essential to the fulfillment of the educational purpose of Whittier City School District's schools. Therefore, teachers have the right of protection from any censorship.
4. It is mutually recognized that freedom carries with it responsibility; academic freedom also carries with it academic responsibility which is determined by the basic ideals and goals of the local community. Decision and analysis of controversial issues shall be conducted within the framework of fundamental values of the community as they are expressed in the educational philosophy and objectives of the Board.

5. The governing board recognizes that a teacher has reasonable freedom in classroom presentations and discussions and may introduce political, religious, or otherwise controversial material, provided that said material is relevant to the course content.

B. Definition

1. The right to teach and learn about controversial issues which have economic, political, scientific, or social significance. This shall include the right to discuss divergent ideas initiated by students as long as the expression of their dissent is done within the guidelines of debate and discussion.
2. The right to use materials which are relevant to the needs of the students and to the purposes of the school system.
3. The right to maintain a classroom environment which is conducive to the free exchange and examination of ideas which have economic, political, scientific, or social significance.
4. The right of teachers to participate fully in the public affairs of the community.
5. The right of teachers to a free expression of conscience as private citizens with the correlative responsibility of a professional presentation of balanced views relating to controversial issues as they are studied in the classroom. A teacher shall not utilize his/her position to indoctrinate students with his/her own personal political and or religious views.

C. Guidelines for selection to be studies in the classroom are:

1. The instruction and discussion of issues should be related to the course content and help achieve course objectives.
2. The instruction and discussion of issues should provide students an opportunity to study topics which have political, economic or social significance.
3. The instruction and discussion of issues should balance the various and/or conflicting points of view in an atmosphere free from bias and prejudice.
4. The instruction and discussion of issues shall be fair, accurate, objective, and appropriate to the age and maturity of the students, and sensitive to the



community needs and the needs and values of our diverse cultures and heritages.

5. Students shall have the right to form, identify, and express their own opinions on topics, as long as a balanced presentation is made on conflicting positions.

D. Guidelines for selection of instructional materials are:

1. The selection and use of textbooks and core instructional materials shall be determined by the curriculum approved by the Governing Board. These materials shall meet the unique learning needs of individual students and follow the District's core curriculum in alignment with the state framework.
2. Instructional materials supportive to the basic textbooks for each course and/or grade level shall be selected by the appropriate course and/or grade level teachers and approved by the Board.
3. Additional instructional materials may be selected by individual teachers for occasional use in the classroom. Such materials are to be relevant to the needs and maturity of the students, to the content of the course and to the purposes of the school system.
4. The superintendent shall coordinate the planning, development and administration of procedures for the selection, ordering and evaluation of textbooks and core instructional materials. Teachers, administrators, and parent and legal guardians of students enrolled in the District shall be involved in the process of recommending textbooks and core instructional materials for purchases and use in the District. Selection of textbooks and core instructional materials shall be coordinated with the overall development of the district's curriculum.
5. Persons wishing to review the materials listed may do so according to the following conditions:
  - a. Basic textbooks and other instructional material supportive to the basic textbooks can be reviewed in the Administrative Offices during normal office hours by appointment.

- b. Additional instructional material selected by individual teachers may be reviewed by appointment in the school building in which the individual teacher is assigned.

E. Guidelines for consideration of textbooks and instructional materials upon formal parent complaint:

1. Any parent or legal guardian of a student residing within the boundaries of the school district may request that the use of basic textbooks and other instructional materials be reconsidered according to the following procedures:
  - a. The parent or legal guardian of a student having concerns about continued use of basic textbooks and other instructional materials so first make an appointment to discuss his/her concerns with the classroom teacher of the course and/or class in which the student enrolled and in which the materials are being used.
  - b. If the parent or legal guardian is not satisfied after talking with the classroom teacher, an appointment shall be made within 5 days with the site administrator to discuss the request that the continued use of the basic textbook or other instructional material be reconsidered.
  - c. If the parent or legal guardian is not satisfied after talking with the classroom teacher and site administrator, a formal written request for reconsideration shall be completed on the Uniform Complaint Procedures Form and filed with the superintendent within five (5) school days.
2. Upon receipt of the written request for reconsideration, the superintendent shall establish a local review committee within five school days.
  - a. The review committee shall be composed of three (3) teachers and two (2) parent or legal guardians selected by the Association and three (3) administrators and one (1) parent or legal guardian selected by the Superintendent. The review committee shall select the chairperson from the members of the committee.

- b. Once established, the review committee shall have twenty (20) school days to complete its reconsideration review and to make a written recommendation(s) to the board.
- c. If the board does not agree with the recommendation(s) of the review committee, the board shall return the review committee's recommendation(s) and a written statement explaining the Board's reasons for rejecting the review committee's recommendation(s) to the review committee.

F. Procedure for resolution of disputes between unit member and District relative to the use of instructional materials.

STEP ONE

Within five (5) school days of a request to meet made by a unit member, the site administrator shall meet with the unit member and a WETA representative in an attempt to resolve the issue through discussion of the relevant issue/materials.

STEP TWO

If the attempt to resolve the issue at Step One is unsuccessful, then a memo is jointly prepared by the site administrator and unit member shall be submitted to the Superintendent. Within five (5) school days of receipt of the joint memo, the Superintendent shall meet with the unit member and WETA representative in an attempt to resolve the matter through discussion of the relevant issues/materials.

STEP THREE

If the attempt to resolve the issue at Step Two is unsuccessful, the unit member or WETA may submit the matter to the Peer Review Panel for review. Within ten (10) school days the Peer Review Panel shall meet and issue a written recommendation to the Board of Education.

The Peer Review Panel will be composed of five (5) unit members chosen from a group of nine (9) appointed unit members assigned from the following grade levels:

3 members K-3

3 members 4-6

3 members 7-8

Three (3) of the five (5) committee members on the Peer Review Panel will be from the same grade level as a unit member taking the issue before the Panel. The other two members will be appointed from the grade level grouping nearest to the grade level involved.

#### STEP FOUR

The recommendation of the Peer Review Panel will be submitted to the board. Within ten (10) school days of the receipt of the recommendation, the Board shall meet with the unit member and WETA representative for final disposition. Members of the Peer Review Panel shall be allowed to attend the meeting and speak to the issue if desired. The Board's decision will be final and conclusive.

### **ARTICLE XXIV: SPECIAL EDUCATION**

(See also Transfer, Article VI)

#### A. Work Space

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

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

1. At their written request to their supervisor, members receiving full inclusion students will be provided training prior to the beginning of the school year. If a teacher receives a full inclusion student after the school year has begun, he/she will be offered training through the District Instructional Services Department and/or W.A.C.S.E.P. Participating teachers will be paid the District's appropriate hourly pay rate when the training is held outside their regular workday and work hours.

2. Classroom or school site visitations may be scheduled to provide unit members an opportunity to observe the student's previous program.
3. If available, a trained substitute aide will be provided when the regularly assigned aide is absent.
4. Upon request, a substitute teacher will be provided for the teacher members at the IEP meeting.
5. IEP team members shall be compensated at the District's hourly rate for meetings that extend beyond the contractual workday.

C. Curriculum

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

D. Caseloads/Class Sizes

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

## **ARTICLE XXV: TERM**

The agreement shall begin on July 1, 2021 and expire on June 30, 2024. For this term, 2021-2024 school years, re-openers shall include two re-openers per party, in addition to salary and health benefits.

## APPENDICES

Appendix A	Voluntary Reassignment Combination Class Form
Appendix B	2021-2022 INSTRUCTIONAL CALENDAR
Appendix C	2022-2023 INSTRUCTIONAL CALENDAR
Appendix D	MOU Online Evaluation System
Appendix E	MOU TK-3 GRADE SPAN ADJUSTMENT
Appendix F	MOU School Social Worker/Counselor Behavioral Specialist Position
Appendix G	Adjunct Duties: Guidelines for SSC & Site Leadership Teams
Appendix H	Items 1 – 7 Salary Schedules <ol style="list-style-type: none"><li>1. Certificated Salary Schedule T, effective 7/1/22</li><li>2. Certificated Salary Schedule H, effective 7/1/22</li><li>3. Certificated Salary Schedule W, effective 7/1/22</li><li>4. Speech Language Pathologist Salary Schedule, effective 7/1/22</li><li>5. Counselor and Social Worker Salary Schedule, effective 7/1/22</li><li>6. Psychologist Salary Schedule, effective 7/1/22</li><li>7. Certificated Hourly Rates, effective 7/1/22</li></ol>
Appendix I	BTSA Induction Program
Appendix J	MOU WCSD Network User Agreement
Appendix K	Personal Necessity Leave Form
Appendix L	MOU Between WCD and WETA Dated March 18, 2022

**APPENDIX A: Voluntary Reassignment for Combination Class**

**Voluntary Reassignment for Combination Class**

In accordance with Article VI:H Combination Class Assignment 1-10, acceptance of a combination class assignment by a tenured teacher on a voluntary reassignment basis will not jeopardize their right to move back to their original single grade level assignment the following year. In the event that the teacher assigned to a combination class returns to their prior grade level the following year and there is not a vacancy, the teacher with the least district seniority at that grade level will be displaced. The teacher with the least district seniority, at that school site, may be involuntarily transferred. Appropriate credentials may impact the selection of the employee(s) affected by the involuntary transfer.

This is to certify that \_\_\_\_\_ has voluntarily agreed to be reassigned to a \_\_\_\_ / \_\_\_\_ grade combination class at \_\_\_\_\_ School for the \_\_\_\_ / \_\_\_\_ school year.

\_\_\_\_\_  
Signature of Voluntary Assigned Combination Class Teacher

\_\_\_\_\_  
Date

This form must be signed by all parties potentially affected by this combination class reassignment in order to acknowledge understanding of Article VI.

<u>Grade Level Teacher</u>	<u>Current Grade Level</u>	<u>Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

A copy of this completed form will be provided to all parties by the site Principal.



# Appendix B

## INSTRUCTIONAL CALENDAR — SCHOOL YEAR 2021-2022

July —						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August —						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September —						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October —						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November —						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December —						
S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January —						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February —						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

Trimester I 60 days  
November 3  
Trimester II 60 days  
March 4  
Trimester III 60 days  
June 3

March —						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April —						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30




May —						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June —						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Total Student Days 180

Teacher Work Days 183

Independence Day Holiday	July 5	Christmas Holidays	December 23,24
Teacher Prep Day (1)	August 2-5	New Year's Holidays	December 30, 31
Day One	August 6	School Resumes	January 10
New Teacher Orientation	August 9	Dr. Martin Luther King, Jr. Holiday	January 17
First Day of School 6th Grade (Minimum Day)	August 10	Lincoln's Birthday Holiday	February 14
First Student Day of School (Minimum Day)	August 11	Washington's Birthday Holiday	February 21
Labor Day Holiday	September 6	End of Trimester 2 (NOT a Holiday)	March 2
(Student Non Attendance Day)		Parent Conference Days	March 9 -12
Parent Conference Days	October 4-October 8	(All Schools - Minimum Days)	
(All Schools - Minimum Days)		Spring Break	March 21-25
End of Trimester 1 (NOT a Holiday)	November 3	Student Non Attendance Day*	April 18
Veterans Day Holiday	November 11	Memorial Day Holiday	May 30
Professional Development Day	November 12		
Thanksgiving Break	November 22-26	Last Day of School 6th Grade (Minimum day 6th Grade)	June 2
Thanksgiving Holidays	November 25,26	Last Day of School for Students (Minimum Day)	June 3
Winter Break	December 20 - January 7		

Legend: First and Last Day for Students  Minimum Day  Sixth Grade start and end date   
 August 9 Teacher 4-Hour site meeting (non paid) in lieu of November 20th & December 18th 1:00 p.m. dismissal.  
 \* April 18 Non workday, non-paid for WETA & 10 month classified employees

# Appendix C

## INSTRUCTIONAL CALENDAR — SCHOOL YEAR 2022-23

July 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022						
S	M	T	W	T	F	S
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022						
S	M	T	W	T	F	S
					1	2
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022						
S	M	T	W	T	F	S
					1	2
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Trimester I 60 days  
November 10  
Trimester II 60 days  
March 8  
Trimester III 60 days  
Last day, June 9

March 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2023						
S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2023						
S	M	T	W	T	F	S
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Total Student Days 180

Teacher Work Days 183

Independence Day Holiday	July 4	Christmas Holidays	December 23 & 26
Teacher Prep Day (1)	August 1 - 11	New Year's Holidays	December 30 & January 2
Day One	August 12	School Resumes	
New Teacher Orientation	August 15	Dr. Martin Luther King, Jr. Holiday	January 16
First Day of School 6th Grade (Minimum Day)	August 16	Lincoln's Birthday Holiday	February 13
First Student Day of School (Minimum Day)	August 17	President's Day Holiday	February 20
Labor Day Holiday	September 5	End of Trimester 2 (NOT a Holiday)	February 28
(Student Non Attendance Day)		Parent Conference Days	March 7 - 10
Parent Conference Days	October 3 - 7	(All Schools - Minimum Days)	
(All Schools - Minimum Days)		Spring Break	March 27 - 31
Professional Development Day	November 1	Student Non Attendance Day	April 10
End of Trimester 1 (NOT a Holiday)	November 10	Memorial Day Holiday	May 29
Veterans Day Holiday	November 11	Last Day of School 6th Grade (Minimum day 6th Grade)	June 8
Thanksgiving Break	November 21 - 25	Last Day of School for Students (Minimum Day)	June 9
Thanksgiving Holidays	November 24 & 25		
Winter Break	December 19 - January 6		

Legend: First and Last Day for Students Minimum Day Sixth Grade start and end date   
 August 15 Teacher 4-Hour site meeting (non paid) in lieu of November 18 & December 16 1:00 p.m. dismissal.  
 \* April 10 Non workday, non-paid for WETA & 10 month classified employees

Memorandum of Understanding  
Between  
Whittier City School District  
and  
Whittier Elementary Teachers Association

August 23, 2018

ONLINE EVALUATION SYSTEM

This memorandum of understanding is supplemental to the 2018 – 2021 Collective Bargaining Agreement between the Whittier City School District and the Whittier Elementary Teachers Association.

The Whittier City School District and the Whittier Elementary Teachers Association agree to utilize Evaluat'd, an online evaluation system, for all certificated bargaining unit members who participate in the formal evaluation cycle. For the 2018-2019 and 2019 - 2020 school years, administrators and certificated bargaining unit members who utilize the online evaluation system will be invited to complete an online survey regarding its accessibility, ease of use, and overall efficiency. The results of the survey will be shared with WETA and will be used to give recommendations to Evaluat'd for improvements to the online system.

  
Raquel Gasporra, Whittier City School District  
Assistant Superintendent

8-28-18  
Date

  
Alejandro Vogel, WETA Negotiations Chair

8-28-18  
Date

**Tentative Agreement  
Memorandum of Understanding  
Between  
Whittier City School District  
and  
Whittier Elementary Teachers Association  
APPENDIX E  
TK-3 Grade Span Adjustment  
March 18, 2022**

**I. PURPOSE & INTENT**

The purpose of this Memorandum of Understanding (MOU) between Whittier City School District (WCSD) and Whittier Elementary Teachers Association is to recognize the full funding for LCFF and revisit the current K-3 class size reduction agreement.

**II. REFERENCE**

The following documents are directly related to this MOU:

- 2022 – 2023 State Budget
- Local Control Funding Formula (LCFF) regarding the TK-3 Grade Span Adjustment Requirements
- Appendix E- MOU dated 1/27/21 regarding TK-3 Grade Span Adjustment.

**III. BACKGROUND**

The Whittier City School District and WETA remain committed to lowering class size in K-3 and recognize the facility constraints that impact several elementary school sites. These facility constraints impede the District's ability to lower and maintain the class size average in K-3 at 24 or fewer by full LCFF implementation.


**IV. SCOPE & RESPONSIBILITIES**

The WCSD and WETA agree to the following:

1. This MOU supersedes the previous MOU (Appendix E), TK-3 Grade Span Adjustment regarding class size reduction standards
2. The hard cap in TK will be 24:1
3. The K-3 grade class size average at each school will be 27.5:1 or lower
4. In the event a grade level at a school site exceeds a ratio of 30:1 for 20 consecutive school days, the principal shall consult with the impacted K-3 teachers who exceed 30:1 ratio to discuss the following two options, one of which

will be provided by the District to the school for use in the impacted K-3 grade levels:

1. 3.5 hour support teacher
2. 4.0 hour instructional aide
5. A substitute will be provided until a support teacher or instructional aide is hired.
6. If one of the above two options is implemented, it shall continue as long as the overage exists or for a minimum of one trimester.
7. If there are more than three classrooms at a school site that meet the above criteria for additional support as outlined in number 4 above, another 3.5 hour support teacher or 4.0 hour instructional aide will be provided by the District to the school for use in those K-3 grade level classrooms that exceed the 30:1 ratio.
8. This MOU will be reviewed annually.
9. This agreement will sunset on June 30, 2023. By this date, the parties will meet to bargain a successor agreement.

  
\_\_\_\_\_  
Alex Vogel, Negotiations Chair

3/30/22  
Date

  
\_\_\_\_\_  
Dr. Raquel Gasporra, Asst. Supt., Business Services

3/31/22  
Date

Memorandum of Understanding  
Between  
Whittier City School District  
and  
Whittier Elementary Teachers Association

May 23, 2019

**School Social Worker/Counselor Behavioral Specialist Position**

The Whittier City School District and the Whittier Elementary Teachers Association agree to the following:

- The School Social Worker/Counselor Behavioral Specialist position will be recognized as a certificated employee in the Association;
- The School Social Worker/Counselor Behavioral Specialist position will have 191 workdays; this is the exact same number of workdays as the Counselor position;
- The School Social Worker/Counselor Behavioral Specialist position will be on the same salary schedule as the Counselor position;
- For the 2019-2020 school year, four (4) full time School Social Worker/Counselor Behavioral Specialist positions will be added;
- During Spring 2020, the affordability, effectiveness, and continuation of the School Social Worker/Counselor Behavioral Specialist positions will be revisited.

  
Dr. Maria Martinez-Poulin  
WCSD Superintendent

5/23/19  
Date

  
Alejandro Vogel  
WETA Bargaining Chair

5/23/19  
Date

**Appendix G**

**Tentative Agreement Between The  
Whittier City School District and the  
Whittier Elementary Teachers Association  
March 18, 2022**

**Whittier City School District  
ADJUNCT DUTIES: Guidelines for SSC & Site Leadership Teams**

The District and WETA are working together to address teacher duties that may require additional clarification. This guideline is not intended to list every event or activity at a school site. All hourly paid positions are subject to annual approval of the site leadership team & SSC & are subject to change each year based on the needs of the school site & students.


<p><b>District Stipends</b>  \$1400 To be paid January</p>	<p>Band/Choir Advisor (Middle School) Middle School Yearbook Advisor Site Technology Lead Site EL Lead Site Public Relations Lead Site PBIS Lead Theme Lead To be determined as needed</p>
<p><b>District Hourly Rate</b>  Subject to needs of the District &amp; Instructional priorities. Hours worked beyond the contracted day.</p>	<p>CIT Teams ELD Advocate GATE Advocate Tech Cadre PBIS Team, Tier 1 &amp; 2 Professional Development Admin. Designee (Teaching VP) 1 hr. daily @ per diem rate To be determined as needed</p>
<p><b>School Site Stipend</b>  Pre Approval required To be paid January &amp; June</p>	<p>Elementary Yearbook Advisor PLC Leadership/Dept. Chair School Site Council/Boosters ASB, AVID or other TBD at site To be determined as needed at Site Leadership &amp; SSC</p>
<p><b>School Site Hourly Rate</b> Pre Approval required  This is determined based on the needs of the school site &amp; students. Hours worked beyond the contracted day.</p>	<p>Collaborative Teams School Site Summer Planning ELPAC Testing Family Literacy, Math, Science Middle School Pre Registration GATE Parent Night Planning TBD Special Event/Program Planning TBD</p>

	After/Before School Intervention Student Study Teams Additional Hours Band/Choir Practice or Additional Event To be determined as needed at Site Leadership & SSC
<b>Professional Responsibilities</b>	Open House Back to School Night Safety Committee Student Study Teams Supervision
<b>Voluntary Activities</b>	Holiday and/or Site Events To be determined as needed at Site Leadership

Rev. 12/2021

  
 Alex Vogel, Negotiations Chair

3/30/22  
 Date

  
 Dr. Raquel Gasporra, Asst. Supt., Business Services

3/31/22  
 Date



## WHITTIER CITY SCHOOL DISTRICT

**CERTIFICATED  
TEACHERS  
SALARY SCHEDULE T**

**Effective July 1, 2021**

STEP	CLASS I B.A. Cred.	CLASS II B.A. +15 Reg. Cred.	CLASS III B.A. +30 Reg. Cred.	CLASS IV B.A. +45 Reg. Cred.	CLASS V B.A. +60 or M.A. +24
1	45,170	48,390	54,709	56,705	58,729
2	46,754	48,784	56,957	59,233	61,513
3	48,332	50,591	59,233	61,767	64,298
4	49,914	52,398	61,513	64,297	67,083
5	51,496	54,204	63,792	66,830	69,866
6		56,012	66,071	69,362	72,654
7		57,818	68,351	71,895	75,436
8			70,627	74,424	78,221
9			72,906	76,955	81,008
10			75,185	79,652	83,791
11			77,462	82,019	86,576
12			79,741	84,552	89,361
13					
14					
15			86,576	92,144	97,715
16					
17					
18			89,698	95,575	101,454
19					
20					
21			91,999	98,133	104,269
24					106,755

PLACEMENT ON THE SALARY SCHEDULE

Year for Year Credit for Experience

Doctorate Stipend of \$3,677

Schedule T - Teacher

183 Workdays

\*5.07% Increase from the 1.1.20 salary table

## WHITTIER CITY SCHOOL DISTRICT

**CERTIFICATED  
SPECIAL EDUCATION and BILINGUAL TEACHERS  
SALARY SCHEDULE H**

**Effective July 1, 2021**

STEP	CLASS I B.A. Cred.	CLASS II B.A. +15 Reg. Cred.	CLASS III B.A. +30 Reg. Cred.	CLASS IV B.A. +45 Reg. Cred.	CLASS V B.A. +60 or M.A. +24
1	47,400	50,620	56,939	58,935	60,959
2	48,984	51,014	59,187	61,463	63,743
3	50,562	52,821	61,463	63,997	66,528
4	52,144	54,628	63,743	66,527	69,313
5	53,726	56,434	66,022	69,060	72,096
6		58,242	68,301	71,592	74,884
7		60,048	70,581	74,125	77,666
8			72,857	76,654	80,451
9			75,136	79,185	83,238
10			77,415	81,882	86,021
11			79,692	84,249	88,806
12			81,971	86,782	91,591
13					
14					
15			88,806	94,374	99,945
16					
17					
18			91,928	97,805	103,684
19					
20					
21			94,229	100,363	106,499
24					108,985

PLACEMENT ON THE SALARY SCHEDULE

Year for Year Credit for Experience

Doctorate Stipend of \$3,677

Schedule H - Special Ed. And Bilingual Teachers with Appropriate Credential

183 Workdays

\*5.07% Increase from the 1.1.20 salary table

**WHITTIER CITY SCHOOL DISTRICT**

**CERTIFICATED  
PROGRAM SPECIALISTS  
SALARY SCHEDULE W**

**Effective July 1, 2021**

STEP	CLASS I B.A. Cred.	CLASS II B.A. +15 Reg. Cred.	CLASS III B.A. +30 Reg. Cred.	CLASS IV B.A. +45 Reg. Cred.	CLASS V B.A. +60 or M.A. +24	CLASS V (RFTS) B.A. +60 or M.A. +24
1	54,936	58,687	66,047	68,369	70,729	68,409
2	56,779	59,145	68,663	71,317	73,971	71,651
3	58,617	61,251	71,317	74,268	77,217	74,897
4	60,462	63,352	73,971	77,217	80,460	78,142
5	62,304	65,458	76,625	80,166	83,701	81,383
6		67,564	79,281	83,116	86,949	84,629
7		69,669	81,936	86,065	90,189	87,869
8			84,588	89,012	93,435	91,115
9			87,241	91,959	96,679	94,361
10			89,896	95,098	99,922	97,604
11			92,548	97,858	103,168	100,848
12			95,204	100,805	106,410	104,091
13						
14						
15			103,168	109,653	116,140	113,822
16						
17						
18			106,805	113,651	120,496	118,177
19						
20						
21			109,484	116,629	123,774	121,455
24					126,671	124,352

PLACEMENT ON THE SALARY SCHEDULE

Year for Year Credit for Experience

Doctorate Stipend of \$3,677

Schedule W - Program Specialist

212 Workdays

\*5.07% Increase from the 1.1.20 salary table

Appendix H  
**WHITTIER CITY SCHOOL DISTRICT**  
**CERTIFICATED**  
**SPEECH LANGUAGE PATHOLOGISTS**  
**SALARY SCHEDULE**

**Effective July 1, 2021**

<b>STEP</b>	<b>BA + 45 or MA Credential</b>	<b>BA + 45 or MA Credential</b>
1	75,190	76,863
2	77,783	79,455
3	80,381	82,054
4	84,540	86,212
5	85,554	87,227
6	88,145	89,817
7	90,732	92,405
8	98,508	100,180
9		
10	101,736	103,409
11		
12	104,967	106,640
13		
14	108,329	110,001
15		
16	110,712	112,384

PLACEMENT ON SALARY SCHEDULE

Year for Year Credit for Experience

Doctoral Stipend (Ed.D., Ph.D., J.D.) of \$3,677

184 Workdays

Movement to Column II if CCC is provided

\*5.07% Increase from the 1.1.20 salary table

**WHITTIER CITY SCHOOL DISTRICT**  
**CERTIFICATED**  
**COUNSELORS and SOCIAL WORKERS**  
**SALARY SCHEDULE F**

**Effective July 1, 2021**

STEP	CLASS I MA + P.P.S. Credential	CLASS II MA + 24 & P.P.S. Credential
1	61,168	63,351
2	63,899	66,355
3	66,630	68,133
4	69,361	72,364
5	72,091	75,368
6	74,823	78,374
7	77,555	81,376
8	80,283	84,380
9	83,016	87,383
10	85,923	90,389
11	88,478	93,393
12	91,207	96,396
13		
14		
15	99,398	105,406
16		
17		
18	102,131	108,412
19		
20		
21	104,861	111,416
22		
24		113,902

PLACEMENT ON SALARY SCHEDULE  
 Year for Year Credit for Experience

Doctoral Stipend (Ed.D., Ph.D., J.D.) of \$3,677

191 Workdays

\*5.07% Increase from the 1.1.20 salary table

Appendix H

WHITTIER CITY SCHOOL DISTRICT

**CERTIFICATED  
PSYCHOLOGISTS  
SALARY SCHEDULE**

**Effective July 1, 2021**

<b>STEP</b>		<b>MA + P.P.S. With Authorization</b>
1		79,441
2		83,435
3		86,323
4		92,570
5		93,244
6		94,927
7		97,801
8		105,536
9		
10		108,902
11		
12		112,274
13		
14		115,783
15		
16		118,315

PLACEMENT ON SALARY SCHEDULE

Year for Year Credit for Experience

Doctoral Stipend (Ed.D., Ph.D., J.D.) of \$3,677

190 Workdays

\*5.07% Increase from the 1.1.20 salary table

Appendix H

**Tentative Agreement Between The  
Whittier City School District and the  
Whittier Elementary Teachers Association  
March 18, 2022**

**WHITTIER CITY SCHOOL DISTRICT  
CERTIFICATED HOURLY RATES  
Effective 07/01/2022**

SCHEDULE A Employee attends staff development beyond regular  
workday

HOURLY RATE: \$35 – WETA

---

SCHEDULE B District or site level work whereby members have  
on-going responsibilities  
Example: Curriculum development; home teaching;  
Tutoring; and GATE Advocates

HOURLY RATE: \$38 – WETA

---

SCHEDULE C Presenter for each hour of presentation to colleagues,  
the presenter will receive 1  
hour of paid preparation time, if the time cannot be  
provided within the regular work day  
Parent/Community Education Assignment  
For each class meeting, the instructor will receive  
1 hour additional payment to include 15 minutes before  
class and 15 minutes after class

HOURLY RATE: \$40 - WETA

---

SCHEDULE D Summer Academic Teacher  
(Does not apply to ESY)  
Effective June 1, 2022

HOURLY RATE: \$45 - WETA

---

Rev. 12/2021  
Effective July 1, 2022

## APPENDIX I

### **Walnut Valley Consortium – BTSA Induction Program Bargaining Unit Memo of Understanding**

This Memo of Understanding is entered into between the Walnut Valley consortium-BTSA Induction Program (WVC-BIP) and the Whittier Elementary Teachers' Association, the bargaining unit for Whittier City School District. This MOU documents a partnership between WETA, with WETA acting as co-sponsor of the BTSA Induction Program. Each agency will participate in the planning, implementation, evaluation, and decision-making of the program, with the WVC-BIP Advisory committee as the governing body.

*The Walnut Valley Consortium – BTSA Induction Program will provide:*

- Support and assistance to newly credentialed teachers through the induction program
- Adherence to state-approved program standards
- Continued participation in WVEA meetings
- Communication between bargaining unit representatives and the Walnut Valley Consortium-BTSA Induction Program leadership
- Ongoing verbal and visual support for WVEA

*The Whittier Elementary Teachers' Association will provide:*

- Communication between bargaining unit representatives and the Walnut Valley Consortium-BTSA Induction Program leadership
- Ongoing verbal and visual support for the BTSA Induction Program



**Tentative Agreement Between The  
Whittier City School District and the  
Whittier Elementary Teachers Association  
March 18, 2022**

**Appendix J: WCSD Network User Agreement**

**APPENDIX J**

**MOU - WCSD Network User Contract**

It is the joint understanding of WETA and the District that all electronic communication is the property of the District. Therefore, the use of technology is intended for the purposes of instruction and professional communication.

**USE:**

Student use of technology should relate to a teacher assignment and/or an assigned course of study. Teacher use of District-provided technology resources includes preparation for classroom instruction, professional development, and professional communication. Professional communication includes communication with colleagues, their respective professional organizations, parents, and educational resources that may extend beyond the District.

**SECURITY:**

Security is viewed as a shared responsibility. When accessing District and/or student data, it is the unit member's responsibility to keep the data secured. The District will continue to investigate and research opportunities to improve the security system for WCSD Network use.

**ACCESS:**

The District will provide filtering of inappropriate Internet sites to the degree that it is technologically possible. The unit member accepts personal responsibility for stopping and reporting any misuse of the network that they have knowledge of, to the site administrator. Given reasonable supervision in the classroom, the unit member shall not be responsible for student access to inappropriate Internet sites, inappropriate language used by students, messages sent or received that indicate or suggest pornography, unethical or illegal solicitation, racism, or sexism. As stated in the WCSD Network User Contract, parents share responsibility for their child's appropriate use of the WCSD Network.

**PROGRESSIVE DISCIPLINE:**

As stated in the WCSD Network User Contract for Employees, the unit member shall be subject to disciplinary action, revocation of the District technology resources, or legal action as appropriate. This disciplinary action, as stated above, shall typically begin with a verbal warning and progress in severity dependent upon the nature of the misuse of the WCSD Network. Procedures relating to this document shall be subject to the WETA/WCSD contract grievance procedures.

It is the expectation that there will be no problems with technology use in WCSD.

**Whittier City School District**  
**ELECTRONIC INFORMATION RESOURCE USER CONTRACT**

This contract shall remain in effect for the employee's tenure of employment with  
Whittier City School District

**By signing, I acknowledge that I have read and have a copy of the Terms and Conditions of this contract.**

The WCSD must have the appropriate signatures before an access account can be provided. When signed, this becomes a legally binding contract for the employee's tenure with the District.

**STAFF MEMBER**

- I have read the WCSD Network Acceptable Use Policy and WCSD Network User Contract. I understand and will abide by the provisions and conditions of this contract.
- I understand that the Internet is a worldwide group of hundreds of millions of computer networks. I know that Whittier City School District does not control the content of these Internet networks or of other networks I may access.
- I understand that the use of District technology resources are not private and may be monitored by the Superintendent or designee.
- I understand that student information acquired from any District authorized database is restricted to educational use and I will keep this information strictly confidential.
- I understand that employees shall use any District technology resources only for purposes related to their employment with the District. I will not use District technology resources for private commercial purposes.
- I will not use District technology resources for obscene or pornographic materials.

- I also agree to report any misuse of the information system to the site administrator who will inform the Whittier City School District system administrator. Misuse can come in many forms but can be viewed as any messages sent or received that indicate or suggest pornography, unethical or illegal solicitation, racism, sexism, inappropriate language, and other issues described above.
- I understand that any violations of the above provisions may result in disciplinary action, the revoking of my District technology resources, and appropriate legal action.

Staff member name (please print)

\_\_\_\_\_


Staff member signature

\_\_\_\_\_

School \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

  
\_\_\_\_\_

Alex Vogel, Negotiations Chair

3/30/22

Date

  
\_\_\_\_\_

Dr. Raquel Gasporra, Asst. Supt., Business Services

3/31/22

Date

APPENDIX K

WHITTIER CITY SCHOOL DISTRICT

PERSONAL NECESSITY LEAVE FORM  
WETA UNIT MEMBERS

\_\_\_\_\_  
(Print/Type) Name of Employee

\_\_\_\_\_  
School

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

I do hereby request that I be granted \_\_\_\_\_ day(s) Personal Necessity Leave beginning \_\_\_\_\_ and ending \_\_\_\_\_, to be charged against my accumulated sick leave (except Bereavement Leave), as outlined in Board Policy 4161/4261/4361 and in the Whittier Elementary Teachers Association (WETA) Contract for reason below (please check proper square).

Death of a close relative, not a member of my immediate family

Name of Deceased \_\_\_\_\_

Relationship \_\_\_\_\_

Accident or serious illness involving a member of my immediate family

Type of Injury or Illness \_\_\_\_\_

Relationship \_\_\_\_\_

ADDITIONAL Bereavement Leave (basic bereavement leave is 3 days local, 5 days out-of-state) for a death in the immediate family; WETA Article X, Section B, item 3

Relationship \_\_\_\_\_

Serious damage to my property, which needs my attention during working hours

Nature of Accident \_\_\_\_\_

Birth of a child to my spouse as outlined in Board Policy 4161.8/4261.8/4361.8 (seven days maximum); adoption language is reflected in the WETA Contract

Article X, Section B, Item 3, WETA, for Certificated Personnel

Reason: \_\_\_\_\_

Approved: \_\_\_\_\_  
(above 6 items) Principal/Department Head

Date: \_\_\_\_\_

Article X, Section B, Item 5, WETA, for Certificated Personnel

(Limited to 4 days (4) per school year; no more than 8% of the unit members may utilize this leave on any one day; 24-hour advance notice)

Form 5025.3 - Complete and distribute 3 copies as follows: (1) Staff Member (original); (2) Immediate Supervisor; and (3) Payroll

Revised: 10/92, 5/1/06, 5/17/06, 1/22/10

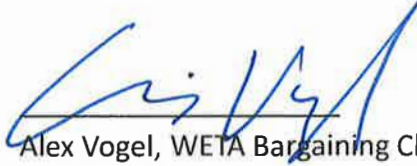
Appendix L

Tentative Agreement Between The  
Whittier City School District and the  
Whittier Elementary Teachers Association  
March 18, 2022

Article XVI: Salaries

The District and WETA agree to a 5.07% increase to all certificated non-management salary schedules for the 2021-2022 school year retroactive to July 1, 2021.

The above increases shall also be applied to all non-management doctoral stipends, effective July 1, 2021.

  
Alex Vogel, WETA Bargaining Chair

3/22/22  
Date

  
Dr. Brad Mason, WCSD Superintendent

3/18/22  
Date