

CONTRACT FOR CERTIFICATED PERSONNEL

between

WEAVER UNION SCHOOL DISTRICT

and

WEAVER ELEMENTARY TEACHERS ASSOCIATION/CTA/NEA

July 1, 2006 through June 30, 2008

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ARTICLE I - AGREEMENT

This is an agreement made and entered into this 14th day of December 2005, between the Weaver Union School District (hereafter referred to as "District") and the Weaver Elementary Teachers' Association/California Teachers Association/National Education Association (hereafter referred to as "Association").

This agreement shall remain in force and effect to and including June 30, 2008, and it will thereafter continue in effect year by year unless one of the parties notifies the other in writing no sooner than January 15, 2008, and not later than March 15, 2008 (or in the case of reopeners, the year before the reopener year) of its request to reopen, modify, amend, or terminate the Agreement.

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

ARTICLE II - RECOGNITION

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

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

Shall EXCLUDE: Management employees as follows:

Superintendent; Assistant Superintendent; Principal; Vice-Principal;

Director of State and Federal Projects;

Director of Counseling and Guidance; School Psychologist;

Confidential and supervisory employees;

Substitute teachers and summer school teachers

ARTICLE III – EMPLOYEE RIGHTS

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

ARTICLE IV - ASSOCIATION RIGHTS

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

ARTICLE V - DISTRICT RIGHTS

- A. It is understood and agreed that the District retains all of its power and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to determine its organization; direct the work of its employees; determine the time and hours of operations; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing and patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move and modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District shall be limited only by specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

ARTICLE VI – PROFESSIONAL DUES OR FEES

- A. Any unit member who is a member of the Weaver Elementary Teachers Associations/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association, such authority to be submitted prior to the 15th of any month. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) 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.
- B. Any unit member who is not a member of the WETA/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this agreement (ratified November 11, 1992) or within thirty (30) days of commencement of assigned duties with the bargaining unit, shall become a member of the Association or pay the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in the previous section of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in the previous section, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in the previous section of this Article. There shall be no charge to the Association for such mandatory agency fee deductions. This section (Article VI.B) applies only to unit members hired on or after the date of ratification of the agreement (November 11, 1992).
- C. Any unit member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting employee organizations shall not be required to join or financially support WETA/CTA/NEA as a condition of employment; except that such unit members shall pay, in lieu of a service fee, sums equal to such service fee to one of the following nonreligious, non-labor organizations, charitable funds exempt from taxation under Section 501[©] (3) of Title 26 of the Internal Revenue Code:
1. Foundation to Assist California Teachers (FACT);
 2. American Cancer Society;
 3. American Heart Association; or
 4. Any organization mutually agreed to by the District and the Association.

- D. Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings to joining or financially supporting employee organizations, pursuant to Section C above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections A and B above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before December 31 of each school year.
- E. Any unit member making payments as set forth in Sections C and D above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- F. With respect to all sums deducted by the District pursuant to Sections A and B above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- G. The Association agrees to furnish any information needed by the District to fulfill the provisions of Section A of this Article.
- H. The WETA/CTA/NEA shall indemnify, defend and hold harmless the District from any and all claims, demands, suits, or any other action arising from the organizational security provisions contained herein. The Association shall have the exclusive right to decide and determine whether any such action or proceeding concerning religious objections and charitable donations referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE VII – GRIEVANCE PROCEDURE

A. Definitions

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

B. Information Level

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

C. Formal Level

1. Level I

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

2. Level II

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

3. Level III

- a. If the grievant is not satisfied with the decision at Level II, he/she may, within five (5) days, submit a request in writing to the Superintendent for arbitration of the dispute. The Association must agree to such request in writing.
- b. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievance in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.
- c. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- d. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- e. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.
- f. Actions by the District of its rights and responsibilities pursuant to Article V – District Rights, shall not be subject to the Grievance Procedure unless those actions violate other provisions of the Agreement.
- g. After a hearing, and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommendations which shall be binding upon the parties.

D. Miscellaneous

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

ARTICLE VIII – CERTIFICATED EMPLOYEE EVALUATION

The building principal or an appropriately appointed representative shall be responsible for evaluation of unit members.

A. Probationary Evaluation

1. Preliminary observations followed by a conference with the unit member shall occur in early Fall.
2. The first formal evaluation with a report to the Superintendent's office shall be completed by late Fall.
3. The second formal evaluation with a report forwarded to the Superintendent's office shall be completed on or before March 1.

B. Permanent Teacher Evaluations

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

C. A written summary of the evaluation conference(s) shall be prepared by the Principal or designated evaluator and shown to the unit member and discussed with him/her within ten (10) working days following the evaluation. When reviewed by the unit member and the evaluator, the report shall be sent to the Superintendent's office not later than April 15 and shall become part of the unit member's personnel file. The unit member shall sign the evaluation (which need not imply concurrence) and may make a written response to be attached. During the evaluation conference, the following may be discussed:

1. Strengths;
2. Deficiencies; and
3. Recommendations.

- D. All personnel file records, reports, and files of evaluations shall be classified confidential information. The unit member shall receive a copy of the evaluation.
- E. The evaluator shall annually advise the instructional staff of evaluation procedures and criteria utilized for evaluation.
- F. Each evaluation shall be based upon a minimum of one direct observation of at least twenty (20) minutes.
- G. The evaluation shall be based upon direct observation of the unit member by the evaluator or an authorized, credentialed observer designated by the evaluator.
- H. The evaluation shall be based upon:
 - 1. The progress of pupils toward established standards;
 - 2. The instructional techniques and strategies used by the unit member;
 - 3. The unit member's adherence to curricular objectives;
 - 4. The establishment and maintenance of a suitable learning environment, within the scope of the unit member's responsibilities; and
 - 5. Reasonable adjunct duties related to unit member's assignment.
- I. In the case of negative evaluations(s), the evaluator may take positive action to assist the unit member in correcting any cited deficiencies, including but not limited to:
 - 1. Specific recommendations for improvement;
 - 2. Direct assistance to implement such recommendations;
 - 3. Provisions of additional resources to be utilized to assist with improvements; and
 - 4. Development of an improvement program.
- J. The evaluation shall not be based upon the unit member's personal, political or organizational preferences or beliefs.
- K. In preparing the final evaluation for placement in the unit member's personnel file, the evaluator shall rely primarily upon data collected through classroom observations and evaluation conferences. Any deficiency, which may have been brought to the attention of the unit member, and subsequently improved, shall be noted as an improvement and included in the final evaluation form.
- L. The unit member evaluation shall not assess aspects of the educational program over which the unit member has no authority or responsibility.

M. A final evaluation conference between the unit member and evaluator shall be held no later than thirty (30) days prior to the end of the school year to discuss the content of the final evaluation form.

N. Personnel Files

1. Materials in personnel files of unit members, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved.
2. Such material is not to include ratings, report, or records which:
 - a. Were obtained prior to the employment of the person involved;
 - b. Were prepared by identifiable examination committee members; or
 - c. Were obtained in connection with promotional examination.
3. Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually requested to render services to the employing district.
4. Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

ARTICLE IX – TEACHING HOURS

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

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

- D. Unit members are responsible for other reasonable instructional duties which may include program development, professional growth activities, parent conferences, committee assignments, faculty and district meetings, special help to students, back-to-school nights, supervision, and other related professional activities. These duties shall be reasonable and equitably allocated among unit members within the constraint of practicality.
- E. The Superintendent may release unit members from duty early on the days before holidays and the days before weekends.
- F. The District will make the best effort possible to schedule in-service meetings on minimum days.
- G. Qualified nurses shall be the only bargaining unit members required to provide and conduct necessary specialized health care procedures, including but not limited to, catheterization, crede, diapering, injections, ileostomies, colostomies, gastrostomies, tracheostomy, suction, oxygen administration, gavage feeding and draining. Unit members may be required to attend training on said procedures in order to be prepared to respond in a medical emergency situation.
- H. The district will designate one "Professional Day" on the district calendar for teacher preparation and planning. This day will be prior to the start of the school year for

students. The administration will not schedule meetings on this day.

- I. Each school site shall have four minimum days during which parent conferences are to be held.

ARTICLE X - LEAVES OF ABSENCE

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

1. Sick Leave

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

2. Leave for Pregnancy Disability

- a. Unit members are entitled to use sick leave as provided in this section for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed shall be determined by the unit member and her physician.
- b. Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in this section has been exhausted. The date on which the unit member shall resume duties shall be determined by the unit member on leave and her physician.
- c. The unit member shall provide the District, upon request, additional verification of the disability.
- d. The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time leave commenced.

3. Bereavement Leave

- a. A unit member shall be entitled to a maximum of three (3) days of leave of absence, or five (5) days of leave of absence if out-of-state travel is required, without loss of salary on account of the death of any member of his/her immediate family.
- b. For purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member, the ex-spouse of the unit member when there is a minor child from the former marriage, or of any relative living in the immediate household of the unit member.

4. Industrial Accident Leave

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

5. Jury Duty

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

6. Personal Necessity Leave

- a. Unit members may use up to seven (7) days of accumulated sick leave during any school year in case of personal necessity as set forth below.
- b. Personal necessity leave shall be granted without advance permission for the following reasons:
 - 1. Extension of bereavement leave; and
 - 2. Accident, which is unforeseen, involving one's person or property of the person or property of a member of his/her immediate family.
- c. Personal necessity leave may also be used only for the following reasons and the unit member must provide timely notice sufficiently in advance (at least forty-eight (48) hours or as soon as possible) to allow the securing of a substitute. It is understood that should a substitute be unavailable to cover the classroom, the unit member may be notified and shall (upon notification) be expected to report to work as scheduled except in cases of extreme emergency.
 - 1. Serious illness of a member of his/her immediate family;
 - 2. Appearance in court as a litigant, or as a witness under official order, or response to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the unit member of such emergency nature that the presence of the unit member is required during his/her regular working hours and no alternative meeting time during non-duty can be arranged;
 - 3. Settling of legal affairs and other serious personal emergencies which cannot be resolved on a non-work day;
 - 4. Paternity leave for new fathers;

5. Imminent danger to the home of the unit member serious in nature which, under the circumstances, cannot be disregarded and required attention during assigned hours of service, and
 6. The District may provide up to two (2) days of personal necessity leave for bereaving the death of a close friend or a person living in the unit member's immediate household.
- d. "Immediate family" shall mean the mother, father, son, daughter, brother or sister of the employee or spouse of the unit member, spouse, grandparent, grandchild, or any relative living in the immediate household of the unit member. Permission to use this policy for other relatives because of extenuating circumstances may be granted by the Superintendent.
- e. Reasons for which personal necessity leave will not be approved include the following:
1. Attendance at or participation in functions or activities which are primarily for the unit member's pleasure or amusement;
 2. The extension of holidays or vacation periods for personal convenience;
 3. Accompanying a spouse on a trip when such travel is not otherwise authorized by these rules;
 4. Seeking or engaging in remunerative employment; and
 5. Engaging in illegal activities.

7. Catastrophic Leave

- a. "Catastrophic illness" or "catastrophic injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other fully paid time off. Stress is excluded in this definition of "catastrophic illness."
- b. "Catastrophic leave credit" means sick leave donated to one unit member from another unit member's accrued sick leave.
- c. Eligibility: Catastrophic leave credit may be donated to a unit member for a catastrophic illness or catastrophic injury if all the following requirements are met:

1. The bargaining unit member who is suffering from a catastrophic illness or catastrophic injury requests in writing that catastrophic leave credit be donated and provides verification that the unit member is unable to work due to catastrophic illness or catastrophic injury.
2. The unit member requesting donation of sick leave has exhausted all accrued sick leave credits.
3. Conditions of the catastrophic leave program:
 - A. No certificated employee may donate sick leave days unless he/she has a minimum of fifteen days of accumulated sick leave and may donate only days in excess of that fifteen (15) days, up to a maximum donation of five (5) days per year.
 - B. Any unused sick leave transferred under this agreement will be returned to the employee who donated it at the end of the fiscal year.
 - C. The maximum amount of donated leave credit that may be used by an individual under this agreement is ninety days in any school year.
 - D. Catastrophic leave credit shall not be used for illness or disability which qualify the participant for Workers Compensation benefits.
 - E. The identities of all donors shall remain confidential.
 - F. Upon the written request of the unit member, the district will issue a "call for donations" and will create a file of donated sick leave days which will become available to the unit member.

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

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

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

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

4. All voluntary donations of sick leave shall be made available to the unit member up to the maximum specified above.
5. District accounting of sick leave donated and distributed is not subject to the grievance procedure. Nor can it be cause for legal action by WETA or

individual unit members. In the event of a dispute over the accounting of sick leave donated and distributed through the Catastrophic Leave section, the district will make available district records for the Catastrophic Leave provisions to a WETA designee to help resolve the dispute. Unit members accept that all donated sick leave days are given at the donor's risk.

6. Donated sick leave not utilized by the recipient unit member prior to return to service shall be returned to the donors.

8. Leave Without Pay

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

9. Miscellaneous

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

ARTICLE XI – REASSIGNMENT

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

The district will post new or vacant certificated bargaining unit positions for a period of not less than five (5) workdays before opening the new or vacant position to non-district applicants.

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

D. Employee-Initiated Reassignment

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

E. District-Initiated Reassignment

- 1. A District-initiated reassignment will be made only when it is considered to be in the best interest of the District. Whenever possible, the District will not require a member to take a reassignment more than two times in five years (i.e., credentialing requirements and drop in enrollment in grade level or track).
- 2. Notice of District-initiated reassignment shall be given to the affected unit member as soon as possible and not, except in cases of emergency, later than 12 calendar days prior to the member's last duty day. If the District notifies the affected member later than this date, but prior to the first duty day of the new assignment, the District

shall provide one day of release time for the unit member. The district will provide an additional day of release time, for a total of two release days, for a unit member notified of a reassignment after the start of the first duty day in the new school year. The member must use the release day(s) within the first sixty duty days in the new assignment, with prior district approval. The district will provide appropriate start-up materials for the new assignment.

3. A District-initiated reassignment shall take place only after a meeting between the unit member and his/her representative (unit member's prerogative) and the Superintendent or designee.
4. The unit member shall be notified of the reasons for the reassignment.
5. District-initiated reassignment shall not be used as a disciplinary measure.

F. Employee-Initiated Transfer

1. A unit member may submit a request for transfer to the district at any time, whether or not a vacancy exists. A unit member may also submit a request for a transfer prior to or during the posting of a vacancy pursuant to the posting procedure of this Article.
2. Unit members submitting transfer requests shall be given first consideration. Such consideration shall include the following factors:
 - a. Area of credential and preparation;
 - b. If the request is for the current school year, availability of a qualified replacement teacher for the current assignment of the unit member requesting transfer; (the district will make a good faith effort to find a suitable replacement);
 - c. Length of district service;
 - d. The educational needs of the district;
 - e. Denial of transfer cannot be used as a punitive or arbitrary action by the district.
3. If all other factors are equal, length of service shall determine selection.
4. If a unit member's request for a voluntary transfer is denied, the unit member, upon request, shall be granted a meeting with the Superintendent or designee to discuss the reasons for the denial. Following the meeting, the member may request and shall receive written reasons for the denial.

G. District-Initiated Transfer

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

ARTICLE XII - TEACHER SAFETY

- A. The District and the Association agree that the major responsibility for the safe working conditions is that of the District, and the major responsibility for the maintenance of safety procedures and practices is that of the unit member.
- B. A unit member who discovers a condition on the job, which he/she believes is unsafe or might unduly endanger health, shall take any steps in his/her control to alleviate the unsafe or unhealthy conditions and report immediately the condition to his/her immediate supervisor.
- C. The District will inform the unit member of the corrective action being taken upon request.
- D. The District will maintain health and safety standards in accordance with applicable State Law.

ARTICLE XIII - SAVINGS

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

ARTICLE XIV – EFFECT OF AGREEMENT

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

ARTICLE XV – CONCLUSIVENESS OF AGREEMENT

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

ARTICLE XVI – FRINGE BENEFITS

- A. Unit members are eligible to join the District group health, group dental, and group vision plans within sixty (60) days of employment.
- B. Effective July 1, 2003, the district shall contribute to a maximum of \$5,144.78 per year for all regular full-time unit members and dependents. Should the premium of health, dental and vision plans exceed this maximum at any time, the difference shall be deducted from the unit members' salary warrants monthly. Should the district be compelled by law (e.g. SB 2) to provide a certain level or dollar amount of health plan benefits to certificated employees which is greater than the negotiated cap, then the district shall provide such legally mandated level or amount of health benefits at the required time and all steps of the certificated salary schedule will be reduced by the amount of money that the district must pay to provide this health plan which is over the negotiated health care plan cap at such time as the district is required to fund such an increase in health plan benefits. In no case shall the salary schedule be reduced by more than \$3,000 as a result of the implementation of the district's SB 2 obligation.
- C. The District will fully fund the monthly premium for health, dental, vision and prescription insurance coverage for full-time certificated unit members through August 31, 2002.
- D. Unit members who retire from service with the district will be provided a retirement benefits package which will include medical and prescription coverage under the following conditions:
 - 1. The retiring unit member must have at least twenty (20) years of full-time employment with the district in a certificated position;
 - 2. The unit member must be sixty (60) years of age or older to participate;
 - 3. These benefits will be provided for eligible family members of the unit member;
 - 4. These benefits will be provided for a period of three (3) years or until the member is eligible for Medicare, whichever comes first;
 - 5. This clause will sunset on June 30, 2008, unless both parties mutually agree to modify or extend it prior to that date;
 - 6. The district's contribution will be capped at the premium rate for medical and prescription coverage at the time the unit member retires;
 - 7. Retiring unit members shall have the same medical and prescription coverage as provided to current unit members annually.

- E. The parties agree to establish a joint committee to review options and make recommendations for cost containment with regard to the health insurance plan offered by the District for the 2001 - 2002 fiscal year. The joint committee will include representatives from the certificated bargaining unit, administration, the Board of Trustees or designee, and any other employee group that the District chooses to invite.
- F. The district will implement the SISC Flex Section 125 Plan for unit members as soon as possible.
- G. The district will offer three health care plan options to unit members. Each unit member will choose one of the three options.

Option 1 - The health care plan in effect at the time of this agreement.

Option 2 - A Prudent Buyer health care plan costing approximately \$8,000.

Option 3 - The lowest cost Prudent Buyer health care plan available.

The district will make a one-time payment of \$307.80 to each full-time unit member as reimbursement for the employee portion of the health benefits premium for 2003-2004.

ARTICLE XVII – SALARY

A. The salaries for full-time bargaining unit members shall be as specified in the attached 2005 – 2006 salary schedule. The district will increase all steps of the certificated salary schedule by \$3,000 effective July 1, 2003. Should law compel the district (e.g. SB 2) to provide a certain level or dollar amount of health plan benefits to certificated employees, then all steps of the certificated salary schedule will be reduced by the amount of money that the district must pay to provide this health plan, which is over the negotiated health care plan cap at such time as the district is compelled to fund such an increase in health plan benefits over the negotiated cap. In no case shall the salary schedule be reduced by more than \$3,000 as a result of the implementation of the district's SB 2 obligation.

B. Stipends

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

- a. Special Education \$1,030.00*
 \$2,060.00**
- b. Reading Specialist \$ 527.00
- c. Bilingual Credential \$2,060.00
- d. LDS Certificated/CLAD \$1,030.00
- e. Masters Degree \$ 613.00
- f. BTSA Support Provider \$2,500.00 (per beginning teacher, max 2)
- g K-6 teachers in regular education class assignments who average 5 or more RSP students assigned to their home room for 75% of the year will receive a stipend of \$500 to be paid at the end of the school year.

* \$1,030.00 - If teaching in a designated Special Education class on a waiver or emergency credential.

* \$2,060.00 – If teaching in a designated Special Education class with either a Specialist Instruction credential in Special Education, Learning Handicapped or Special Education Resource Specialist Certificate of Competence, or any other regular credential authorizing service in a special day class (SDC) or resource specialist class (RSP).

C. Extra Duty

1. The extra duty schedule will be as follows:

- a. Athletics Director \$1,800.00
- b. Student Council Advisor \$ 730.00 ea.

c. Camp Green Meadows	\$ 570.00 ea.
d. Band Director	\$2,190.00
e. Cheerleading Supervisor	\$ 730.00
f. Coaching	
i. Basketball	\$ 730.00
ii. Baseball	\$ 730.00
iii. Softball	\$ 730.00
iv. Volleyball	\$ 730.00
v. Soccer	\$ 730.00
vi. Track/Field	\$ 730.00
g. Yearbook Advisor	\$ 730.00
h. Christmas Program Director	\$ 320.00
i. Pentathlon Coach	\$ 730.00 ea.
j. Pep Band Director	\$ 285.00
k. Peer Helper Coordinator *	\$ 730.00
l. Just Say No Club Advisor *	\$ 730.00
m. Club Live Advisor *	\$ 730.00
n. Talent Show Director	\$ 320.00
o. Career Day Coordinator	\$ 320.00
p. Marching Percussion	
i. Fall	\$ 730.00
ii. Winter	\$ 730.00
iii. Spring	\$ 730.00
q. Winter Color Guard	
i. Fall	\$ 730.00
ii. Winter	\$ 730.00
iii. Spring	\$ 730.00

*These positions are contingent up categorical funding.

- The district will post all extra duty positions on or about April 1, and will leave them open for forty-five (45) days. Each teacher will receive a copy of the posting in his/her mailbox.
- All certificated employees filling extra duty positions as listed on the extra duty schedule will be required to record the actual extra duty hours spent in the performance of the extra duty for the 1995 - 1996 school year.

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

- Unit members new to the District may receive credit for up to five (5) years of full-time teaching experience in an elementary, junior high, or high school. All teaching experience must have been earned within ten (10) years prior to the date of application.
- Salary schedule credit for college or university classes/workshops.
 - New unit members will receive salary schedule credit for those graduate of

undergraduate courses required to complete credential or certificated requirements for the appropriate K-8 teaching credential or certificate, and for those courses designed to improve the beginning teacher's abilities as a classroom teacher in the field of elementary education in grades K-8, which are related to teaching as determined by the Superintendent or designee.

3. Placement on the salary schedule.

- a. Unit members new to the District will be placed on the salary schedule in the appropriate classification by September 30 of the school year in which they are hired, provided the District has received the appropriate transcripts from the college or university attended.
- b. A unit member hired after the beginning of the school year must file his/her credential within one (1) week after hire in the District Superintendent's office and the Merced County Office of Education.

E. Schedule Placement for Unit Members Currently Under Contract

1. Vertical Movement

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

2. Horizontal Movement

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

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

- a. All upper division and graduate units from accredited colleges or universities that are related to subjects taught in the District K-8 curriculum will be accepted for salary credit.

- b. Up to six (6) semester units of junior college or low division units will be allowed in each fifteen (15) unit division.
- c. The Superintendent or designee may direct unit members to take specific courses designed to improve the member's abilities as a classroom teacher. Such direction should be in writing and shall be based on the employee's evaluation. Said evaluation must indicate unsatisfactory performance and be a part of the improvement plan. Such courses may not exceed six (6) units for each year and nine (9) units during time of employment with the District. Directed courses will count fully toward salary credit.
- d. All courses taken must have the prior approval of the Professional Course Evaluation Committee.
- e. The Professional Course Evaluation Committee will consist of four (4) people: two (2) unit members elected by the faculty; one (1) from grades K-4; one (1) from grades 5-8; and two (2) designees of the Superintendent.
 - i. The Committee will approve (prior to taking the course) all classes, which will be credited for horizontal movement on the salary schedule. In an emergency, the Committee may provide retroactive approval for taking a class for salary credit.

All decisions of the Committee require an affirmative vote of three-fourths (3/4) of the Committee's members.

The Superintendent or his/her designee will establish committee-meeting dates after consulting with the Committee members.

The Superintendent or his/her designee will serve as Chairman of the Committee.

- f. The Professional Course Evaluation Committee will ensure that classes approved for credit will meet the conditions set out in Section D.3. of this Article.
4. For the purpose of placement on the salary schedule, each of the unit divisions shall be defined as follows:
- a. Class 1: Class 1 shall include any unit member holding a BA, BS or higher degree, plus a current California teaching credential and fifteen (15) semester college or university units or the quarter hour equivalent.
 - b. Class II: Class II shall include any unit member holding a BA, BS or higher degree, plus a current California teaching credential and thirty (30) semester college or university units or the quarter hour equivalent.
 - c. Class III: Class III shall include any unit member holding a BA, BS or higher

degree, plus a current California teaching credential and forty-five (45) semester college or university units or the quarter hour equivalent.

- d. Class IV shall include any unit member holding a BA, BS, or higher degree, plus a current California teaching credential and sixty (60) semester college or university units or the quarter hour equivalent.
- e. Class V shall include any unit member holding a BA, BS or higher degree, plus a current California teaching credential and seventy-five (75) semester college or university units or the quarter hour equivalent.

F. Credentials

- 1. All unit members must hold a valid California teaching credential in a field appropriate to their grade level and subject area assignment. All unit members must have their credentials on file by September 1 of each school year in the District Office and with the Merced County Office of Education or provide acceptable verification that an appropriate credential has been applied for with the California Commission on Teacher Training and Credentialing.
- G. Pay for District teachers who work as substitute teachers when off-track shall be \$90 per day. Teachers must notify the District in writing at the beginning of the year that they wish to be used as substitutes.
- H. The District will pay twenty-four (24) cents per mile to teachers who are assigned to work at more than one campus for mileage between campuses during the work day.

I. Salary

- 1. District will pay unit members an hourly rate of \$50 per hour for any unit work not otherwise specified in this Agreement. The hourly rate will apply when unit members are requested by site or District administration to perform duties related to normal teaching assignments during off-track periods.
- 2. Unit assignments covered by the hourly rate shall include, but not be limited to, the following:
 - a. Intersession Teacher
 - b. Home Teacher
 - c. Summer School
 - d. Independent Study Teacher
- 3. The hourly rate shall not apply to the following assignments:

- a. Translating verbal and written communications;
 - b. Repair, maintenance, installation, and upgrades of district computer system, network, and software.
4. Duties as listed in Article IX of this contract are not covered by the hourly rate language.
 5. The provision for the payment of the hourly rate as contained in this Article for summer school will sunset on June 30, 2003, or when the contract between the WETA and the District expires, whichever happens first.
 6. Intersession and summer school positions will be open to unit members first. Non-members may fill unfilled positions.
- J. The District will offer at least two (2) days of voluntary in-service training outside of the certificated duty year. These in-service days will be equal in length to the contracted duty day for teachers. Teachers who volunteer to attend will receive \$268.35 for each day of attendance. The district will give teachers one month's notice of the in-service.
- K1. For the 2001-2002 fiscal year, the District will calculate the dollar amount difference between the cost for the health, dental, vision, and prescription insurance provided by the District for 2000-2001 and the cost for the same coverage for 2001-2002.

Effective July 1, 2001, the certificated salary schedule will be increased by the same percentage that the District's funded base revenue limit for 2001-2002 is increased over the funded base revenue limit for 2000-2001 minus the cost of the increased premium for the health, dental, vision, and prescription insurance provided by the District.

WETA can elect to apply the amount necessary to cover the health insurance premium increase for 2001-2002 in one of the following manners:

- a. Use entire amount to increase the annual cap on the District's contribution to the health insurance premium to the actual cost for the health insurance for 2001-2002;
- b. Apply the entire amount as a percentage rate on the certificated salary schedule effective July 1, 2001. The District's contribution to the health insurance plan would remain capped at the 2000-2001 level;
- c. Apply a portion of the amount to raise the insurance cap and a portion applied to the certificated salary schedule effective July 1, 2001.

WETA must notify the district in writing no later than September 5, 2001, as to which of the options it has selected. Both parties retain the right to present two reopeners for 2001-2002 other than salary and fringe benefits.

2. The District will increase the extra duty salary schedule by the same percentage as the certificated salary schedule for 2001-2002 is increased, effective July 1, 2001.
3. Both parties agree to set aside for future consideration the issue of the ongoing funding resulting from the special education mandated claims settlement.

ARTICLE XVIII - GOLDEN HANDSHAKE

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

- B. The District will participate in the California State Teachers Retirement System Reduced Workload Program and make it available to qualified unit members each year. Board approval of unit member participation will be contingent upon the district's ability to find a suitable replacement teacher. If the number of unit members participating in the program reaches 5% of the certificated bargaining unit, the district may choose to allow additional qualified unit members to participate in the program. This section will sunset on June 30, 2005, unless the parties mutually agree to extend it.

ARTICLE XIX – YEAR ROUND EDUCATION

- A. Unit members may arrange to trade teaching days. The District must approve any arrangement to trade teaching days.
- B. Roving teachers will be assigned, as needed. Volunteers shall receive first consideration. If no unit member volunteers, the unit member with the least seniority shall be the roving teacher.
- C. If, at the end of the year, that unit member chooses not to continue as a roving teacher, the unit member with the next least seniority shall become the roving teacher. The assignment continues to change in the foregoing manner on a yearly basis, as needed.
- D. The roving teacher shall receive a \$500 stipend or shall not be assigned yard duty for the year.
- E. The District will make a reasonable effort to give priority to off-track unit members for substitute service.
- F. Work year for unit members shall be 182 days for the 1993-1994 school year.
- G. The 1994-95 calendar will reflect one less teacher workday (181). Minimum days (other than end-of-year) will be eliminated.
- H. Both parties agree that, should the District or any school within the District convert back to traditional calendar, the teacher duty year will return to 184 days for returning teachers, and 185 days for new teachers.
- I. The District will increase the duty day to maintain the minimum number of minutes required by the State. Should the District convert back to a traditional calendar, the duty day will revert to what it was in the 1990-91 school year.
- J. At the District's discretion, the following positions shall have an extended work year:
 - 1. Library Media Specialist: Regular contracted work year, plus up to 15 extra days;
 - 2. Music Teacher: Regular contracted work year, plus up to 14 extra work days;
 - 3. Success for All Facilitator: Regular contracted work year, plus up to 15 extra work days;
 - 4. Teacher/Computer Coordinator: Regular contracted work year, plus up to 15 extra work days.

An extended work year position is defined as a position with duty days beyond the regular contracted work year.

These extended work year positions may be renewed from year to year at the District's discretion. The Association shall be notified in writing of the District's decision to renew extended work year positions prior to Board approval of the offers of employment for the following school year.

Certificated unit members with extended work year positions shall receive their per diem rate for all duty days beyond the regular contracted work year.

If the District identifies a need to extend the work year of any additional certificated unit members after the commencement of a school year it shall negotiate a memorandum of understanding (MOU) with the Association regarding the extended work year position. The MOU shall be signed by both parties. The extended work year shall remain in effect during the current school year. The District shall not renew the extended work year position for the subsequent school year without negotiating with the Association.

If the District identifies a need for an extended work year position before the commencement of the school year, it shall negotiate the creation of the extended work year position with the Association. It shall advertise the availability of the position in-house in the customary manner for in-house opportunities and take applications of interested District personnel. However, District shall have the right to select a candidate of its choosing in its sole discretion. For extended work year positions made after the beginning of a work year, the position shall be advertised in-house before it is renewed by District.

Once an extended work year position has been advertised, the District shall be able to renew it from year to year without additional advertisement.

ARTICLE XX – DUE PROCESS FOR DISCIPLINE OF EMPLOYEES

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

ARTICLE XXI – CLASS SIZE

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

1.	K.....	33
	1 – 3.....	32
	4 – 6.....	32
	7 - 8 (academic classes)	32
	7 - 8 (laboratory classes).....	32
	Performing band.....	60
	4 – 8 (band sections).....	15
	4 - 8 (chorus).....	40
	4 – 6 (physical education).....	45
	7 – 8 (physical education).....	45

2. The maximum class size shall be reduced by two (2) in classes that combine more than one grade with the exception of band and physical education classes.
3. If all classes in a grade level (K-6) have reached the maximum size, new students will be assigned as equitably as possible. A new class will be added at any grade level (K-6) if the total number of students in that grade level exceeds the established ratio by twenty students for a period of five school days any time prior to March 31 and the classroom space and a teacher are available.
4. If all sections of a subject in grade 7 – 8 have reached the maximum size, new students will be assigned to sections as equitably as the schedule allows. A new section will be added to any subject if the total number of student in all sections of that subject exceeds the established ratio by twenty students for a period of five school days any time prior to March 31 and classroom space and a teacher are available.

ARTICLE XXII – PEER ASSISTANCE AND REVIEW PROGRAM
(Effective July 1, 2001)

A. The Weaver Elementary Teachers Association and the Weaver Union School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of a program to improve the quality of instruction through expanded and improved professional development and peer assistance (hereafter referred to as PAR). Teachers referred to or who volunteer for the program are viewed as valuable professionals who will have resources through this program in the interest of improving performance.

B. The Joint Panel

1. The PAR Program will be administered by a Panel consisting of five (5) members. The District will select two (2) members of the Panel. Three (3) members of the Panel will be selected by a vote of permanent bargaining unit members. Only those bargaining unit members currently in teaching positions (as defined as providing instruction to students 50% or more of the duty day) are eligible to serve on the Panel. Bargaining unit members on the Panel will be chosen in the following manner:

- 1 member to represent grades K – 3
- 1 member to represent grades 4 – 6
- 1 member to represent grades 7 – 8

Each eligible voter will vote only for his or her grade level representative. Panel members will serve a term of two (2) years. All elections for bargaining unit representatives will be conducted by WETA.

- 2 The Panel will be chaired in the first year by a teacher representative and in the following year by a member selected by the District. The Chair will thereafter rotate on an annual basis between bargaining unit and District members.
- 3 Bargaining unit members of the Panel will be granted release time or will be paid at a rate of \$20.00 per hour to perform their duties if these duties extend beyond the duty day.
- 4 The Panel shall meet at times and places they determine. In no event shall the Panel meet fewer than three (3) times in a school year.
- 5 All actions of the Panel shall be taken by a vote of a least four (4) members.
- 6 Responsibilities of the Panel shall include:
- a. Preparing and administrating the PAR budget subject to approval by the Governing Board of the District;

- a. Selecting and reviewing annually Consulting Teachers;
 - b. Reviewing reports prepared by the Consulting Teachers; making recommendations to the Governing Board regarding non-voluntary Participating Teacher's progress within the PAR Program;
 - c. Preparing an annual review of the impact of the PAR Program, including recommendations for improvement which shall be given to the District and WETA for evaluations;
 - d. Preparing written guidelines for Consulting Teachers;
 - e. Developing Consulting Teacher Application and Consulting Teacher Report Forms, which will be require WETA and District approval when completed;
 - f. Other incidental duties as may be needed to carry out the functions enumerated above.
7. The District agrees to indemnify and defend the Panel Member against any claims, causes of action, damages, administrative proceedings, or any other litigation arising from the Panel Member's participation in the Peer Assistance and Review Program.

C. Consulting Teachers

1. The Joint Panel shall appoint Consulting Teachers who will assist participants in the PAR Program.
2. Consulting Teachers shall have the following minimum qualifications:
 - a. permanent full-time credentialed teacher who is currently in a teaching position with at least five (5) consecutive years of teaching experience in the District;
 - b. Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
3. Qualified teachers may apply for a consulting teaching position by way of application form prepared by the Panel. Candidates must also submit two (2) letters of recommendation, with at least one from a classroom teacher at the site where the candidate currently works. Based on a review of the application and letters of recommendation, the Panel will select candidates for an interview. Part of the interview process shall include the observation of each candidate at least once by two (2) Panel members, one of whom will be a teacher.
4. Consulting Teachers will receive an annual stipend in the amount of \$5,000. The term for the Consulting Teacher shall be for a maximum of three (3) years with

annual review by the joint panel. A teacher may not serve in the position for more than one (1) consecutive term.

5. Consulting Teachers shall have the responsibility for no more than two IPs and one VP.
6. The District agrees to indemnify and defend the Consulting Teacher against any claim, causes of action, damages, administrative proceedings, or any other litigation arising from the Consulting Teacher's participation in the Peer Assistance and Review Program.
7. Anyone who serves as a Consulting Teacher and later becomes a district or site administrator will be prohibited from evaluating, or assisting in evaluating, any Participating Teacher whom they were assigned to work with in the PAR Program for a period of five (5) years from the date the administrative assignment begins.
8. Effective July 1, 2006, should a Consulting Teacher not be assigned a Participating Teacher to work with during the school year, the Consulting Teacher may be used by the district as a BTSA Support Provider (with no additional stipend). Consulting Teachers will be trained as BTSA Support Providers. Consulting Teachers may be assigned no more than one BTSA beginning teacher per year. If the Consulting Teacher is assigned a combination of two Involuntary Participants and a Voluntary Participant in the PAR Program, their BTSA responsibilities will be removed for the year. A PAR Provider shall have no more than one Involuntary Participant and one Voluntary Participant if a BTSA beginning teacher is assigned to them.

D. Participating Teachers

Teachers in the PAR Program will be identified as either involuntary Participants (IP) or Voluntary Participants (VP).

1. Any teacher, upon receiving an unsatisfactory performance evaluation (as defined in Section D.2) will be offered the opportunity to volunteer to participate in the PAR Program. If the teacher volunteers to participate in the PAR Program and completes the assistance plan as jointly developed by the Consulting Teacher and Voluntary Participant, they will re-enter the evaluation process for permanent teachers, the negative evaluation will have no bearing on future evaluation or participation in the PAR Program. If they should decline to participate or fail to complete the assistance plan, a second evaluation will be performed within 45 - 60 days of receipt of the unsatisfactory evaluation or cessation of voluntary participation in the assistance plan.
2. Involuntary Participants are teachers with permanent status that have received two (2) consecutive unsatisfactory performance evaluations. An unsatisfactory performance evaluation will be defined as an evaluation with a total of at least 51% of the rating in areas I, II, III, IV, and V on the revised "Weaver Union School District Certificated Observation/Evaluation Form" (implemented on 7/1/03) indicating needs improvement or non-effective. The evaluating administrator must explain each

"Needs Improvement" rating in writing. The administrator must note on the evaluation that it is an unsatisfactory performance evaluation. After receiving one (1) unsatisfactory performance evaluation, the teacher may request that a different administrator complete the next evaluation.

- a. As soon as practicable after referral to the PAR Program, the IP will select a Consulting Teacher from a list of available Consulting Teachers. A maximum of one different Consulting Teacher may be selected to work with the IP at any time during the process when requested by either the IP or Consulting Teacher;
 - b. The Consulting Teacher will arrange a meeting between the Consulting Teacher and the IP to discuss the IP's performance and recommendation for improvement. Based on this discussion and at least one (1) classroom observation of the IP, the Consulting Teacher and IP will prepare an Assistance Plan which lists goals and objectives for improvement;
 - c. Thereafter, the Consulting Teacher shall prepare reports for the Panel every three months and appear before the Panel to discuss these reports. These written reports will be on forms prepared by the Panel and are limited to what the Consulting Teacher has done to assist the IP and will not include an evaluation of the IP's performance;
 - d. The Consulting Teacher shall prepare and submit a final report, which shall document what the Consulting Teacher has done to assist the IP and progress made by the Participating Teacher within the PAR Program, to the Joint Panel. All reports prepared by Consulting Teacher will be placed in the personnel file of the IP. The IP shall have the right to reply to all reports as well as the final report and said reply shall be appended to the report;
 - e. It is anticipated that an IP will stay in the PAR Program for no more than twelve (12) months. However, at the recommendation of the Consulting Teacher and a majority vote of the Panel, an IP may remain in the program for a total of eighteen (18) months.
3. Voluntary Participants are teachers with permanent status who volunteer to participate in the PAR Program. The purpose of participation in the PAR Program for the VP is for peer assistance only. Individuals who voluntarily participate in the Program shall select a Consulting Teacher from a list of those available. Reports generated as a result of said participation shall not be placed in the VP's personnel file. A VP may terminate his/her participation in the PAR Program at any time. Consulting Teacher shall complete the same reports as for an IP. These reports shall remain confidential between the Consulting Teacher and the VP.
- E. The Joint Panel shall establish a proposed budget, which will be submitted to the District's Governing Board for approval. Expenses for the PAR Program shall not exceed PAR revenues received from State funding resources.

- F. Administrative costs shall not exceed five percent (5%) of the total PAR Budget. In the event the PAR Program is no longer funded by the State, the program shall be canceled.
- G. Assistance plans and related documentation will be treated as personnel records, which shall be subject to the personnel record exemption under the California Public Records Act to the extent permitted by law. Joint panel member and Consulting Teachers will be required to sign a District document explaining the confidentiality requirements of the program.
- H. The term of this Agreement shall be open to renegotiation at the request of either WETA or the District one year after the implementation of the PAR Program.
- I. The District will become a participating district in the Beginning Teacher Support and Assessment (BTSA) program offered through the Merced County Office of Education.
 - 1. BTSA consulting teachers will be limited to working with no more than two (2) beginning teachers at a time.
 - 2. Effective July 1, 2006, BTSA Support Providers will be paid a stipend of \$2500 if assigned one beginning teacher, \$5000 if assigned two beginning teachers for the school year.
 - 3. The Peer Assistance and Review panel will recommend teachers to serve as BTSA consulting teachers to the district.

ARTICLE XXIII - CALENDAR

- A. The District agrees to meet and confer with WETA on the district calendar at least thirty (30) days prior to presenting it to the Board of Trustees for approval.
- B. If the district is on a single-track year-round calendar the following language will apply:
 - 1. The duty year for returning teachers will be 182 days. The duty year for teachers new to the district will be 183 days.
 - 2. The duty year will include 180 days of instruction for all teachers. Teachers returning to the district will have two professional days. Teachers new to the district will have three professional days.
 - 3. The district will schedule minimum days on both track-off days and on the final day of the year. Dismissal times would be 12:30 p.m. for grades K-3 and 1:30 p.m. for grades 4 - 8. The teacher duty day would end at 1:30 p.m. on these days. These minimum days will be considered to be part of the number of minimum days currently scheduled.
- C. If the district returns to a multi-track year-round schedule, the certificated duty year will be 181 duty days with 178 days of instruction and three professional days.

SIGNATURES:

Steven D. Becker, Superintendent
Weaver Union School District

Mary Gaumnitz, President
Weaver Elementary Teachers Association/CTA/NEA

WEAVER UNION SCHOOL DISTRICT
3076 East Childs Avenue
Merced, CA 95340

CERTIFICATED SALARY SCHEDULE 2005 - 2006

# of Yrs.	Class I	Class II	Class III	Class IV	Class V
1	\$42,384	\$42,770	\$43,097	\$43,595	
2	\$42,505	\$42,893	\$43,580	\$45,137	
3	\$42,627	\$43,239	\$44,466	\$46,288	
4	\$42,751	\$43,893	\$45,900	\$47,820	
5	\$43,091	\$45,153	\$47,310	\$49,373	
6	\$44,244	\$46,733	\$48,721	\$50,934	
7	\$45,400	\$47,711	\$50,154	\$52,469	
8	\$46,531	\$49,028	\$51,568	\$54,021	
9	\$47,682	\$50,283	\$52,984	\$55,555	
10	\$48,835	\$51,589	\$54,374	\$57,118	\$62,233
11	\$49,972	\$52,840	\$55,823	\$58,672	\$63,824
12		\$54,155	\$57,239	\$60,203	\$64,950
13			\$58,672	\$61,755	\$66,314
14				\$63,293	\$67,793
15					\$69,153
16					\$70,509
17					\$71,875
21					\$72,614
25					\$73,352

Class I	BA, BS, or higher with regular California Credential + 15 units
Class II	BA, BS, or higher with regular California Credential + 30 units
Class III	BA, BS, or higher with regular California Credential + 45 units
Class IV	BA, BS, or higher with regular California Credential + 60 units
Class V	BA, BS, or higher with regular California Credential + 75 units

Board Approved: 12/14/05
Effective Date: 07/01/05

WEAVER UNION SCHOOL DISTRICT

Side Letter Regarding Noon Duty

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

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

WEAVER UNION SCHOOL DISTRICT

Side Letter Regarding YRE Roving Teacher Issues

The District and WETA agree that there will be no major changes in working conditions regarding roving/room assignment for the remainder of the school year 1997 – 98. During this time, rules will be established and enforced to facilitate roving. Parties mutually agree to review this issue in June 1998.

ROVING AND ROTATING

1. Definitions

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

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

Rover – moves each month from one room to another.

Rovee – stays in one room from 3 months and returns to that room after the track-off month.

Rotators – stay in one room for 3 months and move to a new room when tracking back on.

2. Guidelines – Rovee

- a. Rovee will empty teacher's desk at track-off.
- b. Rovee will have classroom walls cleared (Except Pioneer ABC Charts).
- c. Rovee will have all personal items stored.
- d. Roving teacher's materials are to be housed in IMCs, which will be reserved for the rover only. Kindergarten rovers will have exclusive use of "office space." Mini computer labs can be housed here as long as there is access to cupboards.
- e. IMCs will be neatly maintained.
- f. Each teacher is responsible for the storage of consumable supplies.
- g. On the track-off day the rovee will be prepared to vacate the room by noon. The rover will ask the rovee:

1. To supervise rover's students in the afternoon, or
 2. To vacate the classroom by noon
- h. Upon completion of their year of roving a teacher is guaranteed full occupation of the room being vacated. That may or may not be the room they were assigned originally.
3. Guidelines – Rotator
 - a. Rotator will empty teacher's desk at track-off.
 - b. Rotator will have classroom walls cleared (except Pioneer ABC Charts).
 - c. Rotator will have all personal items stored.
 - d. The IMC space will be equally divided among rotators.
 - e. IMCs will be neatly maintained.
 - f. Each teacher is responsible for storage of consumable supplies.
 - g. Storage for district materials will be designated in each classroom. Each rotator will be assigned $\frac{1}{4}$ of the remaining space in each room and IMC.

4. List of Standard Classroom Equipment

Big book carts
Listening centers
Overhead projectors
District-owned materials and equipment
Book shelves emptied
Pocket charts
Magnetic letters
Other materials used for Balanced Literacy Program

5. Dual Model Implementing Both Roving and Rotating

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

6. Designating the Rover

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

7. Portable Storage

- a. Each rover will be provided with as least one portable storage unit. Each rotator team will be provided with two portable storage units.

8. Moving

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

9. Stipend

- a. Rover receives \$500 or no yard duty.
- b. Rotating members split \$500 four ways.

(Signed document on file in the District Office)

SIDE LETTER
TO THE
CONTRACT FOR CERTIFICATED PERSONNEL
BETWEEN THE
WEAVER UNION SCHOOL DISTRICT
AND
THE WEAVER TEACHERS ASSOCIATION/CTA/NEA

Side Letter Regarding Mentor Teacher Program

Both parties to this side letter agree to the following:

1. The stipend for mentor teachers will be \$4,000 per mentor teacher per year, to be paid in two (2) installments; first on approximately December 15, the second on approximately June 15.
2. If additional funding becomes available for the mentor teacher program, it will first be applied to the mentor teacher support costs. Should any of the funding for support costs not be used, the unused funds would be available for the District administrative costs.
3. Both parties agree that the definition of a classroom teacher will be "any certificated employee of the District in a full-time teaching position."
4. As per Education Code section 44495, the mentor teacher selection committee will be composed of three (3) teachers and two (2) administrators. The WETA, as official representatives of the teachers, will elect the three teacher members of the committee and will determine their terms of service. It is further understood that individuals elected to serve on the selection committee may not apply for mentor positions during their tenure on the selection committee.
5. The mentor teacher selections committee will be a District-wide committee.
6. Both parties understand and agree that no additional District funding will be available for the mentor teacher program.
7. It is understood that mentor teacher duties are over and above the mentor teacher's regular assignment.
8. This side letter remains in effect as long as the District participates in the mentor teacher program, or unless both parties mutually agree to modify it.
9. The District may arrange for release time for committee members, should that be necessary.

(Signed document on file in the District Office)

SIDE LETTER
TO THE
CONTRACT FOR CERTIFICATED PERSONNEL
BETWEEN THE
WEAVER UNION SCHOOL DISTRICT
AND
THE WEAVER TEACHERS ASSOCIATION/CTA/NEA

1. Side Letter on the English Language Development Program

Unit members serving with English Language Development credentials or certificates, such as but not limited to bilingual credential, BCLAD credential, LDS certificate, CLAD certificate, SDAIE certificate, shall have the opportunity to serve on District committees which determine the District's English Language Program to the extent allowed by federal and state laws and regulations.

Unit members may participate in the selection for adoption of state-authorized assessment instruments used in the district ELD program.

Unit members who provide instruction to ELD students may participate in the annual evaluation of their ELD students.

Unit members may participate in the development of reclassification criteria for ELD students.

Unit members who enroll in and successfully complete courses offered through the Merced County Office of Education, Bilingual Teacher Training Program 9, to complete the requirements for obtaining a BCLAD credential, CLAD certificate or SDAIE certificate, will be reimbursed by the District for the tuition cost of the class. Such classes may not be used for advancement on the salary scale, unless the unit member pays for the college/university units with approval of the Professional Course Evaluation Committee.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WEAVER UNION SCHOOL DISTRICT
AND THE
WEAVER TEACHERS ASSOCIATION/CTA/NEA

The District agrees to the following items:

1. The District-wide in-service training scheduled for September 26, 1994, and May 30, 1995, will conclude at 2:30 p.m. The District will grant Weaver Teachers Association (WETA) the remaining portion of the teachers' duty day (2:30 - 3:30 p.m.) for organizational processes.
2. The District agrees to designate one afternoon (after the teacher duty day) per month, other than Wednesdays, to be added to the District master calendar. The District agrees that it will not schedule staff meetings, I.E.P. meetings, or other meetings requiring teachers on that afternoon unless special circumstances occur. WETA will provide the District with a request for a specific date per month to be added to the master calendar.
3. The District agrees to provide all new teachers to the district with a packet of information provided by WETA.
4. The District will give WETA one-half hour to meet with new teachers to the District on July 5, 1994, and
5. The District agrees to use any funds saved by reducing the number of noon duty aides for instructional purposes; e.g., purchase of textbooks, special instructional materials.

(Signed document on file in the District Office)

MEMORANDUM OF UNDERSTANDING
RE: TEACHING DURING PREP PERIOD

The Weaver Union School District and the Weaver Teachers Association agree to the following procedure for filling and compensating teaching during prep periods.

1. Prep periods assigned will be paid at the employee's daily rate of pay divided by seven (amended 3-11-97).
2. The employee must consent to the assignment.
3. Daily rate is the salary schedule amount divided by the number of duty days.
4. This arrangement does not apply for substituting. The pay will apply only for prep periods actually approved and worked. That is, no pay will be received for sick days, S.I.P. in-service days, or days on which the service is not needed. Work on these days will only be assigned as needed.
5. The District will reasonably rotate teachers who wish such assignments.
6. This arrangement does not require the District to maintain these extra services for students, nor does it prohibit the District from providing the services in a different manner.

(Signed document on file in the District Office).

MEMORANDUM OF UNDERSTANDING

This is the mutual agreement between the Weaver Union School District ("District") and the Weaver Elementary Teachers' Association ("WETA") regarding the provision of counseling services by Joanne Warcup at Weaver School for the 2000-2001 school year.

The parties agree that:

1. The District may contract with the McSwain Union Elementary School District ("MUESD") for the services of Joanne Warcup, a credentialed school counselor employed by MUESD. Ms. Warcup will provide up to 50 days of counseling services at Weaver School during the 2000-2001 school year.
2. This agreement results from a unique set of circumstances and shall not have any precedential effect or value to either party in regard to any situation which may occur in the future. This agreement is specific to the services of Joanne Warcup as delineated in item #1 of this agreement.
3. Any change to this arrangement will require prior written agreement from WETA. This includes: change in personnel providing the services; agency contracted with for the services; extension beyond the 2000-2001 school year; or an increase in the number of days of service contracted for. Lacking agreement, the terms of this memorandum will remain in effect for the 2000-2001 school year or the District may elect to terminate the services contracted for.

(Signed document on file in the District Office)

SIDE LETTER AGREEMENT REGARDING DISTRICT PARTICIPATION
IN STANISLAUS STATE UNIVERSITY TEACHER INTERN PROGRAM
BETWEEN WEAVER UNION SCHOOL DISTRICT
AND THE WEAVER ELEMENTARY TEACHER ASSOCIATION

WHEREAS, the Stanislaus State University teacher intern program ("program") requires that the Weaver Teachers Association ("Association") either support or take a neutral position with regard to the Weaver Union School District ("District") participating in said program; and,

WHEREAS, the Association does not oppose the District's participation in said program provided the District agrees to the following enumerated provisions.

THEREFORE, BE IT RESOLVED, that the District and the Association agree to the following:

1. The District will continue its practice of first attempting to secure the services of fully credentialed satisfactory applicants for teaching positions before considering staffing a position with an intern program participant.
2. The District will continue its practice of placing these intern program participants on the appropriate cell on the District's negotiated certificated salary schedule.
3. The District agrees to notify the Association if the District applies for or receives financial gain directly resulting from the District's participation in the intern program.
4. The District agrees to meet and negotiate with the Association with regard to the expenditure of any financial gain to the District resulting from the District's participation in this program. The District will spend these funds as specified by the agreement.
5. The Association will support the District in the District's participation in the teacher intern program at Stanislaus State University.
6. This agreement pertains only to the intern program offered by Stanislaus State University.

(Signed document on file in the District Office)

Attachment A

Conditions of the catastrophic leave program:

1. No certificated employee may donate sick leave days unless he/she has a minimum of fifteen (15) days of accumulated sick leave and may donate only days in excess of that fifteen (15) days, up to a maximum donation of five (5) days per year.
2. The unit member who receives paid sick leave pursuant to this agreement shall use any sick leave that she has earned prior to receiving paid leave pursuant to this agreement.
3. Any unused sick leave transferred under this agreement will be returned to the employee who donated it at the end of the fiscal year.
4. The maximum amount of donated leave credit that may be used by an individual under this agreement is ninety (90) days in any school year.
5. Catastrophic leave credit shall not be used for illness or disability which qualify the participant for Workers Compensation benefits.
6. The identities of all donors shall remain confidential.
7. Upon the request of Ms. Gilbert, the District will issue a "call for donations" and will create a file of donated sick days, which will become available to her.

The District shall maintain on file the sick leave donated and distributed.

The District Office will create a list of donated days in the order they are received.

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

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

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

8. If this agreement is extended for the following school year, the District will issue a second "call for donors" upon the request of Ms. Gilbert. The donations will be administered as specified above.
9. All voluntary donations of sick leave shall be made available to Ms. Gilbert up to the maximum specified above.
10. District accounting of sick leave donated and distributed shall be final and is not subject to the grievance procedure. Nor can it be cause for legal action by WETA or individual

unit members. Unit members accept that all donated sick leave days are given at the donor's risk.

Memorandum of Understanding
Between WETA and Weaver Union School District
November 30, 2005

1. When the district opens Farmdale Elementary School, some unit members currently assigned to Pioneer Elementary School will be transferred to the new school.
2. Unit members currently assigned to grades four and five at Weaver Elementary School will be transferred to Pioneer or Farmdale Schools.
3. In an effort to make this transition as smoothly as possible, the district will first solicit voluntary transfer requests from the affected unit members. After receiving voluntary transfer requests, the district will consider the requests based upon the following:
 - a. length of service to the district
 - b. credentialing
 - c. experience
 - d. needs of the school district
4. The district will attempt to accommodate unit members' voluntary requests for transfer where possible.
5. If a unit member's request is denied, the unit member, upon request, shall be granted a meeting with the Superintendent or designee. Following the meeting the member may request and shall receive written reasons for the denial.
6. The unit member shall have the right too meet with the Board of Trustees regarding the denial.

For the district:

For WETA:

_____ Date

(Signed document on file in the District Office)