## Walnut Creek School District

960 Ygnacio Valley Road Walnut Creek, CA 94596

Master Agreement

Between

The Walnut Creek School District

And

The Walnut Creek Teachers Association

2016-2017 2017-2018 2018-2019

### 2018 - 2019 MOU

#### Between

# THE WALNUT CREEK SCHOOL DISTRICT and

## THE WALNUT CREEK TEACHERS ASSOCIATION

• For Tice Creek, class size for K-5 PE will be 56 with an Instructional Assistant

Marie Morgan, Superintendent

Courtney Hesse, Chief Negotiator, WCSD

#### 2019 - 2020 MOU

#### Between

### THE WALNUT CREEK SCHOOL DISTRICT and

#### THE WALNUT CREEK TEACHERS ASSOCIATION

- Expand the dates for the summer floating day to June 10 August 8, 2019.
- For 2019 2020, teacher workday will end at student dismissal time on last day of each quarter/ trimester shortened day.
- Institute Day, 2019: morning meeting, teacher choice of afternoon prep or optional Professional Development Day.

Marie Morgan, Superintendent

Courtney Hesse, Chief Negotiator, WCSD

# Master Agreement

## Between

Walnut Creek School District and

## Walnut Creek Teachers Association

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## **ARTICLE I**

## **TENTATIVE AGREEMENT**

The parties, Walnut Creek School District (WCSD) and Walnut Creek Teachers Association (WCTA), have concluded negotiations for the 2018 - 2019 school year.

Marie Morgan, Superintendent

Courtney Hesse, Chief Negotiator, WCSD

## **ARTICLE II**

## **EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary.

## ARTICLE III

## RECOGNITION

- A. The District recognizes the Association as the exclusive representative for all employees in the Classroom Teacher Negotiating Unit.
- B. The Classroom Teacher Negotiating Unit is composed of the following certificated positions:
  - Regular contracted teachers
  - Temporary contracted teachers
  - Special Education teachers
  - WCI Counselors
  - Nurse
- C. This Agreement applies only to employees in the above-described representation unit.
- D. All newly-created certificated positions, except those that lawfully are Management, Confidential or Supervisory shall be assigned to the bargaining unit. Any disagreement as to the application of this provision shall be subject to the grievance arbitration provisions in Article XXI.

#### **ARTICLE IV**

#### **DISTRICT RIGHTS**

- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operation; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, discipline, and terminate employees. All discipline shall be in accordance with the Education Code.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- C. The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. Emergency will be construed to be a natural disaster or other situation endangering the safety of students or employees as delineated in the Walnut Creek School District Disaster Plan. Within this definition, determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provisions of the grievance procedure.

## ARTICLE V

#### **ASSOCIATION RIGHTS**

- A. Authorized representatives of the Association shall be permitted to transact official Association business on school property before school, during lunch periods, and after school, providing first that they contact the building principal, site administrator, or other person responsible to the principal or site administrator, to inform him/her of their presence on the site.
- B. The District shall place on the agenda for each regular Board meeting, "Walnut Creek Teachers Association Report."
- C. The District shall furnish the Association with any requested public documents, at cost, which would enable the Association to fulfill its role as the exclusive bargaining agent.
- D. The Association shall designate no more than seven (7) representatives, one (1) from each school site, who shall receive release time without loss of compensation to attend negotiation proceedings. If the District and the Association agree to discontinue interest-based bargaining, the Association shall designate no more than four (4) representatives. In addition, the WCTA President or designee shall serve as an observer in the negotiations process.
- E. If the District and the Association agree to discontinue interest-based bargaining, the Association may utilize the services of an outside Association-paid consultant to assist in negotiations at the bargaining table.
- F. The organization shall have the right to use institutional equipment, facilities, and buildings at reasonable times. However, any costs incurred by the District as a result of this section shall be reimbursed to the District by the Association.
- G. The Association shall have the right to post notices of activities and matters of Association concern. The Association may use member mailboxes, District mail, and District email, for communication to members.
- H. The Association shall present its proposal by the first Board meeting in October of each year. The District shall present its proposal by the second Board meeting in October of each year.
- I. Each year, within 30 days ratification, of the agreement by both parties herein, the district will post all contract changes on the district website.
- J. In full-contract years, within ninety (90) days of ratification of the Agreement by both parties herein, the District shall post the full contract on the district website and provide the Association with 20 hard copies.

- K. The District shall provide a copy of the contract to each new employee within fifteen (15) days of his/her employment.
- L. Not later than October 15, the District shall furnish the Association with the placement of personnel on the respective salary schedules as of October 1.
- M. Any teacher responsible for the creation of educational material shall retain residual rights should it be copyrighted or sold by the District.
- N. The Association shall appoint teacher representatives to any joint District/parent/teacher committees called for in the Agreement or in District policy. Appointees shall fulfill the requirements set forth by the District.
- O. A majority of the members of any District curriculum committee must be teachers.

## **ARTICLE VI**

## **TEACHER INDUCTION PROGRAM**

In order to support teachers new to the profession, the District will provide a Teacher Induction Program in alignment with current State Guidelines.

## **ARTICLE VII**

#### SHARED CLASSROOM ASSIGNMENT, K-8 TEACHERS

- A. A shared contract shall be granted for no less than one complete school year and shall consist of employment in which two unit members share one full-time position in the district. This job share may be arranged to include, but not be limited to, division of days in the week, of each day, or by semesters. Participation shall be voluntary and by mutual agreement among the applicants, the immediate supervisor, and the Superintendent.
- B. The following conditions must be met:
  - 1. A request for a new or continuing job share must be filed each year by February 1 with the Principal and forwarded to the Superintendent with a recommendation by February 15. Failure to file by the required date is automatic return to full-time status. The request for job share must include the time and configuration of the job sharing schedule as well as the professional and adjunct duties of each partner.
  - 2. After February 1, should one job share partner find that he/she is unable to fulfill an already approved commitment, the remaining partner shall have up to three (3) weeks in which to find another qualified partner.
  - 3. Any job share teacher wishing to return to full-time status must make his/her request in writing no later than February 1. No guarantee is given that any returning job share teacher will return to his/her previous assignment, although effort will be made to return the teacher to his/her previous grade level if requested.
  - 4. The District shall notify the employee of his/her exact position as soon after February 15 as possible, but no later than the last day of school with respect to granting a shared job or returning to full-time status.
  - 5. If the semester assignment is chosen, both teachers shall be present on the last teaching day of the first semester and on the first teaching day of the second semester without additional pay in order to effect a smooth transition and to establish a mutually agreeable classroom routine.
  - 6. At least one of the job share teachers shall be present at all faculty meetings and collaboration meetings. If the site principal determines that there is a lack of effective communication, both job share teachers may be required to attend faculty meetings. Job share teachers shall keep one another informed of issues and actions taken at faculty meetings. Teachers must attend required in-service activities without additional pay, even if they are not scheduled to work on that day. Both teachers shall attend Back-to-School Night and Open House. Exceptions will be made for teachers working a one-semester assignment.
  - 7. Prepare cooperatively all assessment reports.
  - 8. Share proportionately the non-teaching duties and responsibilities.
  - 9. Any teacher sharing a contract will be granted a leave without pay for the fraction of his/her former contract no longer being worked. Following the fifth consecutive year of a

shared contract, a teacher must resign that portion on leave or elect to return to full-time status.

- 10. A job share teacher shall receive prorated annual salary, benefits, and credit for service commensurate to the fraction of a full-time contract being worked.
- 11. Each participating teacher may maintain full health and welfare benefits by paying any additional premiums in advance or through payroll deduction.
- 12. Evaluations scheduled for job share teachers shall be adjusted so that the evaluation can be completed within the time worked. A teacher participating in a shared assignment will be evaluated in accordance with the guidelines and procedures established in the contract.
- 13. The number of job share positions shall not exceed eight (8) classrooms or sixteen (16) teachers District-wide. District/school positions, such as TSA or instructional coach, that require shared assignments shall not be included in the job share limit of eight (8).
- 14. The District will be under no obligation to find partners for those requesting a job share arrangement.
- C. Job sharing shall incur no additional cost to the District.
- D. Job share teachers may from time to time arrange to trade days or weeks with one another under emergency circumstances on a reciprocal basis with the approval of their Principal. A job share teacher who completes a minimum of seventy-five percent (75%) of his/her contracted job share work year will receive salary advancement credit equivalent to the percentage of a full-contracted work year (e.g., in a 185-day work year, a sixty percent (60%) job share will be equivalent to 111 days, fifty percent (50%) equivalent to 92.5 days, forty percent (40%) equivalent to 74 days). Advancement on the salary schedule will occur at the beginning of the school year after the year in which the accumulation of advancement credit is equivalent to a full-contract work year.
- E. A job share teacher will retain his/her original hire date within the district for purposes of the district priority list. However, years of service will be prorated commensurate to the percent of a contract worked each year (i.e., forty percent (40%), fifty percent (50%), or sixty percent (60%)).

## ARTICLE VIII

### PART-TIME CONTRACTED TEACHERS

- A. District policy will apply uniformly to all full-time and part-time contracted teachers, except in those areas where the policy assumes full-time employment.
- B. The following procedure will be used to determine pro rata salary and benefits for all part-time contract teachers:
  - 1. <u>Part-time teachers are</u>:
    - a. Those certificated teachers employed on a regular basis for a portion of the school day during the regular school year and assigned to a specific school or schools to perform their assignment.
    - b. Those certificated teachers employed on a regular basis for one-half of the total school year.
  - 2. <u>Salary</u>:
    - a. A teacher employed in a part-time position will be paid a pro rata portion of the full-time teaching salary and benefits. The pro rata portion will be established by comparing the work day of a part-time teacher with the work day of a full-time teacher. For the purpose of this Article, a full-time teaching day is considered to be seven (7) hours. Part-time teachers will be compensated on a pro rata basis for that portion of the teaching day for which their contract is written.
  - 3. Salary Schedule Placement and Advancement:
    - a. <u>Placement</u>. A part-time teacher will be placed on the salary schedule in accordance with District policies developed for salary schedule placement of full-time teachers.
    - b. A part-time teacher will receive prorated annual salary, benefits, and credit for service commensurate to the fraction of a full-time contract being worked.
    - c. A part-time teacher will retain his/her original hire date within the District for purposes of the District priority list. However, years of service will be prorated commensurate to the percent of a contract worked each year (e.g., forty percent (40%), fifty percent (50%), or sixty percent (60%)).
  - 4. Benefits:
    - a. The District will pay the fractional portion of the health, dental, and retirement benefits for a part-time contract teacher, commensurate to the fractional portion of the workday the teacher is employed as determined in Section B.2. Each participating teacher may maintain full health and welfare benefits by paying any additional premiums in advance or through payroll deduction.
  - 5. <u>Leaves</u>:
    - a. Sick leave and other leaves are granted on the same pro rata basis as health and dental benefits.
- C. Part-time teachers who complete a minimum of seventy-five (75%) of their contracted part-time work year will receive advancement credit equivalent to the percentage of a full contracted work year (e.g., in a 185-day work year, a sixty percent (60%) job share will be equivalent to 111 days, fifty percent (50%) equivalent to 92.5 days, forty percent (40%) equivalent to 74 days).

Advancement on the salary schedule will occur at the beginning of the school year after the year in which the accumulation of advancement credit is equivalent to a full-contract work year.

- D. A request for a new or continuing part-time position must be filed each year by February 1 with the Principal and forwarded to the Superintendent with a recommendation by February 15.
- E. Following the fifth consecutive year in part-time status, a teacher must decide to return to full-time status or resign that portion of the contract granted as leave. If a part-time teacher who has resigned a portion of his/her assignment elects to return to full-time status, he/she would be given priority consideration if a full-time position is available in that teacher's credentialed area.
- F. If the District chooses in any given year to participate in the Willie Brown Act part-time contract option, a teacher must qualify according to the statute and must request a new part-time placement for the following school year by February 1, with the Principal and forward to the Superintendent by February 15.

Once placed in a "Willie Brown" part-time contract, the teacher may continue as such for ten (10) years or until age 70, whichever comes first.

If a "Willie Brown" part-time contracted teacher wishes to return to full-time status prior to the ten-year maximum, he/she may do so by mutual consent with the District.

## ARTICLE IX

### **TEMPORARY CONTRACTED TEACHERS**

Rights of teachers in temporary service are governed by Sections 44919 through 44921 of the Education Code. These provisions are supplemented in this Agreement as follows:

- A. A temporary contracted teacher shall work at least seventy-five percent (75%) of the regularly scheduled teaching days in the District to receive credit for a full year of teaching employment and, therefore, to earn movement on the salary schedule.
- B. To qualify for payment of fringe benefits available to full-time teachers, a temporary contracted teacher shall work at least fifty percent (50%) of the regularly scheduled teaching days in the District.

### ARTICLE X

#### TRANSFERS

#### A. <u>DEFINITIONS</u>:

- 1. An assignment is the position held by a teacher within a school (grade level for elementary; department(s) for middle school).
- 2. A reassignment is a change of position within the school (or Special Education Department.)
- 3. A transfer is the movement of a teacher from his/her current assignment to a different school. Transfer may be teacher-initiated (voluntary) or Board-initiated (involuntary).
- 4. With respect to this Article only, seniority is defined as a teacher's position on the District Priority List for Request for Transfer, Appendix XI.
- 5. A day will be defined as any day the District is open for business.
- 6. A vacancy is a bargaining unit position the District has decided to fill either through transfer or the employment of a new certificated staff member.
- B. Any teacher may request reassignment or transfer by completing the district reassignment/transfer form. Forms will be distributed by school principals in February of each school year.

#### C. PROCEDURES FOR FILLING VACANCIES: VOLUNTARY REASSIGNMENT:

- 1. When a teaching position vacancy occurs, all unit members will be notified so that any unit member may volunteer to fill the vacancy.
- 2. If the vacancy occurs during summer vacation, the Principal or District shall notify any teacher who has expressed interest in reassignment in writing prior to the end of the school year.
- 3. If the Principal appoints a volunteer for reassignment, the vacancy closes.
- 4. If the Principal does not appoint a volunteer for reassignment, the vacancy becomes open for transfer.

#### D. PROCEDURES FOR FILLING VACANCIES: VOLUNTARY TRANSFER:

- 1. Notice shall be given of any position still open after completion of Article X.C. (above) as follows:
  - a. Such notice shall include the location and description of the vacant position as well as specific requirements for the position.
  - b. The district shall post notice of the vacancy via district email.
  - c. A copy of the notice shall be sent to each teacher who has submitted a "Request for Reassignment/Transfer" indicating an interest in the school site, grade level, or department in which the vacancy exists.
  - d. In the event that the vacancy occurs subsequent to five (5) days prior to the end of the school year, or during the summer, the District shall notify by U. S. mail those

teachers who have submitted a "Request for Transfer" indicating an interest in the school site, grade level, or department in which the vacancy exists. Such notification shall be sent to the address submitted on the "Request for Transfer" form.

- 2. Any teacher may request a transfer to the vacant position (a) within five (5) days of the posting of the vacancy; or (b) if during the summer, within five (5) days of the postmark of such notice.
- 3. All transfer applicants for a position shall be granted an interview and shall be considered on the basis of the following criteria:
  - a. Available position;
  - b. Program need of a school or the District;
  - c. Credential(s) to perform the required services;
  - d. Appropriate experience;
  - e. Competency and ability as measured by satisfactory evaluations by the building administrator following the District evaluation procedure;
  - f. District-wide seniority, described as: A teacher's seniority is established by the initial date of service to the District. Those teachers whose first day of service to the District is the same shall have their seniority established by lot. The lottery shall be conducted at the District Office with a representative from the District and the Association present. The teacher shall draw his/her lottery number unless he/she designates the Association representative to do so. Once a teacher's seniority has been established by lot, such seniority date (position on the District Priority List, Appendix XI) shall remain with that teacher as long as that teacher is employed full-time by the District. The District shall provide all teachers with a roster at the beginning of each new three-year contract agreement, showing up-to-date seniority; and
  - g. A successful interview by a panel including the school principal, teachers from the site and a community member when possible, all of whom must sign a statement of confidentiality.
- 4. Voluntary transfer requests shall be given priority consideration, except in such case in which the filling of a position with a voluntary transfer applicant would necessarily result in the layoff of another teacher, in which case the teacher to be laid off shall be given priority consideration.
- 5. Walnut Creek School District employees who request a voluntary transfer shall be considered before outside applicants. An outside applicant will be selected only if there is no District applicant who meets the specific criteria (D.3.a. through g. above). When two District employees are equal in meeting criteria D.3.a through g. above, seniority in the District shall be the determining factor.
- 6. Upon request, if a voluntary transfer request is denied, the teacher shall be provided with the specific reasons for the denial in writing.

- E. The District reserves the right to make any reassignment or transfer of an employee to any position within the classification of the employee in any subject in which the employee's credential or certificates authorize service subject to the procedures outlined above.
- F. <u>INVOLUNTARY AND LATERAL TRANSFERS</u>: Such transfers shall be based on the educational needs of the original and receiving sites and the availability of an appropriate position at the receiving site for which the transferee is credentialed and appropriately experienced.
  - 1. If it becomes necessary to effectuate a decrease in staff or departmental personnel at a particular school or within a particular funded program, the District shall seek volunteers prior to making an involuntary transfer. In the event individuals do volunteer for transfer, they will be given first consideration based upon the educational needs of the District. In the event that the District fills the vacancy through an involuntary transfer, the teacher to be involuntarily transferred shall be transferred based upon the criteria under Section D.3. above.
  - 2. Teachers to be involuntarily transferred shall have the right to indicate preferences from a list of vacancies and the Board shall honor such requests on the basis of credential to fill the vacancy, program need of the school or District, appropriate experience, competency and ability as measured by satisfactory evaluations by the building administrator following the District evaluation procedure and District-wide seniority. Teachers to be involuntarily transferred who have not been given their preference shall be given in writing, upon request, the specific reasons for the denial.
  - 3. Upon request, a teacher who is to be involuntarily transferred shall be given the reasons for the impending transfer in writing.
  - 4. An involuntary transfer shall not result in the loss of compensation, seniority, or any fringe benefit to a teacher.
  - 5. If a particular school is to be closed, the teachers at that school shall be accorded first priority for filling any new or vacant positions that arise for which they are qualified, as per Article XI.D.3.b.-f. The determination of which teachers shall fill vacancies when two (2) or more of these teachers apply for the same vacancy shall be made on the basis of District-wide seniority, the teacher with the greatest such seniority receiving the position, if qualified as per Article XI.D.3.b.-f.
  - 6. Involuntary transfers shall not be for punitive reasons.
  - 7. Administrators will declare excess teachers and openings at the same time. Administration will seek volunteers from any school or program being decreased. If there are no volunteers in a school or program, administration will declare that designated teachers are excessed. Teachers to be excessed/displaced will get first priority for any District vacancies. Once vacant positions are posted, no internal reassignments shall be made until excessed teachers are placed. If an excessed teacher declines a vacant position, the District will post the vacancy notice for volunteers as required in Article XI.C. and/or D. If there are no volunteers, an excessed teacher must accept the assigned position or resign. Before summer recess begins, an excessed teacher may submit in

writing a request to be notified of any vacancies that may occur during that time. They will be given priority consideration.

- 8. Any involuntary transferee who is assigned to teach a subject or grade not previously taught, shall be offered the option of assistance from the District in any combination. This assistance shall be provided in a timely fashion.
  - a. In-class demonstrations, observations or consultations by a mentor, retired teacher, or department chair within that area of expertise;
  - b. Visitation during the work day to a colleague within the District who is mutually acceptable to both the teacher and the principals for the purpose of observation or consultation; and/or
  - c. Course work, previously approved by the Principal and paid for by the District, taken as soon as possible for those teaching a new subject.
  - d. In addition, any involuntary transferee may receive: Payment up to 10 hours for packing and unpacking boxes.
- G. Any transferee or teacher moving to a different classroom within a site shall receive from the district timely assistance in the moving of a teacher's classroom materials and equipment.

## ARTICLE XI

#### **RETIREMENT INCENTIVE PROGRAMS**

- 1. For retirees not participating in the Early Retirement Incentive Program, the District will provide \$150 fringe benefits contribution per month until the member reaches age sixty-five (65). A retiree may continue in the District health benefit programs at the retiree's expense after termination of this program upon insurance carrier approval. This amount will be prorated commensurate to the percentage of full-time employment prior to retirement.
- 2. Certificated personnel in the bargaining unit desiring to participate in the Early Retirement Incentive Program may do so under the following conditions:
  - A. Participation shall be on a voluntary basis and available to all bargaining unit members eligible under C. below. Certificated personnel currently participating in the program at the date of this Agreement will receive the compensation, fringe benefits, and other applicable provisions of this Article agreed to at the time of their retirement.
  - B. Any employee who wishes to participate in the ERIP must submit a letter of intent to the Personnel Office not later than the March 1 prior to his/her intended retirement in order to retain his/her priority status on the Priority List). Any unclaimed ERIP positions will then be opened on a first-come, first- served basis during the month of March, after which the Priority List will be reinstated.
  - C. To be eligible for this program, the employee must have served in the Walnut Creek School District a minimum of ten (10) full years and be at least fifty-five (55) years of age.
  - D. Fringe Benefits. An employee shall receive up to five (5) years of full fringe benefits, as if the employee were a regular full-time employee of the District. Following a period of up to five (5) years at full benefits, he/she shall receive \$150 per month towards health benefits until age sixty-five (65).
  - E. An employee accepted into the program and having at least ten years' service credit in the District may elect a "lump sum" retirement incentive as follows:

Retirement Age as of last day of work	Amount
55-60	\$15,000
61	\$12,000
62	\$10,000
63	\$ 5,000
64	\$ 2,000
65	\$ 0

F. The District shall accept eligible applicants for the Early Retirement Incentive Program provided the number of bargaining unit members in the program does not exceed twelve percent (12%) of the total full-time equivalent bargaining unit members employed as of December 1 of the school year. ERIP participants leaving the program as of June 30 of the school year shall not be included in the twelve percent (12%). In the event that there are more applicants than the District is required to accept, applications shall be accepted

on the basis of the Priority List as shown in Appendix XI of the contract (i.e., the teacher with the greatest number of years teaching in the Walnut Creek School District shall be the first accepted for the Early Retirement Incentive Program).

- G. An employee who meets the criteria of Section C. above may elect to work half-time during all or part of his/her last five (5) years of employment and still retain full health benefit contributions by the District during participation in ERIP. In addition, such employee would receive the full allowable contribution in part 1 above.
- H. Should a retired employee <u>leave the geographical jurisdiction</u> of his/her elected medical plan, the District will apply his/her entitled benefit amount toward another medical program of his/her choice.
- I. An employee wishing to participate in the ERIP should indicate his/her interest on the <u>Letter of Intent Form</u> in the space provided. Upon receipt of this information, a counseling session will be scheduled to review with the employee the options available to him/her under the Early Retirement Incentive Program together with its relationship to Social Security and Medicare.
- J. An employee granted participation in this program may not return to a regular certificated position in the District once this election is made.

## ARTICLE XII

### **TEACHING HOURS**

- A. The on-site workday for teachers shall be seven (7) consecutive hours. These hours shall occur between 7:30 a.m. and 4:15 p.m. with the provision that teachers shall report to their first assigned site at least eight (8) minutes prior to the start of their first regular assignment and shall remain on the site at least eight (8) minutes following class dismissal time. On days/weeks when duty is assigned, teachers will be on site either fifteen (15) minutes before or after the instructional day. It is further understood that the flexibility provided herein in starting and ending the workday shall not interfere with required attendance at two monthly faculty meetings and required IEP meetings. Faculty meetings shall be limited to one (1) per month and shall last no more than 60 minutes and begin within 30 minutes of the end of the regular school day.
- B. The administrator may release a teacher early where special circumstances require.
- C. Duty-Free Lunch Period. Each full-time unit member employed in the District shall be provided with one duty-free lunch period each regular length school day of not less than forty (40) and not to exceed forty-five (45) consecutive minutes. WCI Late Start Wednesday lunch period shall be not less than thirty-four (34) minutes, including the passing period.
- D. Elementary mid-morning recess shall be 15 minutes in length.
- E. Required Faculty Meetings. The administrator who calls such meetings shall provide teachers with an agenda for the meeting at least one day prior to such meeting.
- F. Travel time required in the performance of teachers' duties shall not be deducted from their relief or lunch periods.
- G. Middle school teachers shall have a daily Conference/Preparation period equal to the length of one full instructional period. The Conference/Preparation period shall be prorated to the percentage of full-time employment.
- H. Elementary school teachers shall have a weekly preparation period of 45 minutes. The Association and the District agree to immediately negotiate the impact of any reduction or elimination of WCEF or other funding sources that would impact the preparation period.
- I. Daily instructional time shall be: Kindergarten 230 minutes (4 days per week); 200 minutes (collaboration days) Grades 1-5 320 minutes effective in 2014-2015.
  - 1. Exceptions shall be made in order to provide shortened teacher days and to meet the instructional time requirements set forth in Education Code section 46114.
  - 2. Kindergarten teachers will provide a total of 300 instructional minutes 4 days per week, excluding collaboration days or shortened days, in order to provide any of the following:
    - Support for another teacher
    - Intervention
    - Stay Day
    - And others as determined by Kindergarten staff and administrator.

- J. Effective in 2014-2015 school year, daily instructional minutes at grades 6-8, excluding passing periods, shall average 325 minutes per day on an annual basis.
- K. IEP meetings will begin within 20 minutes of the end of regular school day or before school within 60 minutes before the start of the school day. Start and end times must be mutually agreed upon. Required IEP meetings may extend beyond the contract day. Regular education teachers will be allowed to report first.
- L. Exclusive of sick and/or personal leave days, the limit of days that a teacher may be away from his/her teaching assignment for Association business and/or professional activities shall not exceed five (5). Days spent in negotiation are exempt.

### ARTICLE XIII

#### WORK YEAR

- A. The work year for full-time teachers is 186 work days. New teachers shall work 187 work days and be compensated for the additional day at the agreed upon per diem rate for teachers.
- B. The 186 work days shall be agreed upon for the annual school calendar (see Appendix XII) as follows:
  - 2 Onsite teacher work days
    3 Staff Development Days
    1 Parent Conference full day

180 Student Instructional Days, to include the following shortened days:

## <u>Elementary</u>:

- Friday following Back to School Night\*
- Last day of Trimester 1
- Three (3) November parent conference days
- Last day before winter break\*
- Last day of Trimester 2
- Friday following Open House\*
- Last day of school\*

#### *Intermediate*:

- Friday following Back to School Night\*
- Last day of Quarter 1
- Last day of Semester 1
- Last day before winter break\*
- Last day of Quarter 3
- Friday following Open House\*
- Last day of school\*

#### C. A shortened day shall be defined as follows:

Instructional Minutes:

Kindergarten	200 minutes
Grades 1-3	195 minutes
Grades 4-5	210 minutes
Grades 6-8	222 minutes

- 1. Last day of school shortened day shall be:
  - a. Kindergarten: 200 instructional minutes
  - b. Grades 1-8: 195 instructional minutes

- 2. In no case less than the requirements set forth in Education Code section 46114.
- 3. Teacher workday ends at student dismissal time on those days marked with an asterisk (\*) above.

#### D. <u>NEW TEACHER STAFF DEVELOPMENT</u>:

Three (3) required days of professional development at a per diem rate for first year teachers new to the profession and second year teachers new to the WCSD will be held prior to the first new teacher contractual day. For each new teacher participating in this training, a teacher colleague will be assigned and paid, at his/her per diem rate, for one (1) day mentoring during one of the three (3) days. This program will be reevaluated annually to determine the availability of funding.

### ARTICLE XIV

#### CLASS SIZE

- A. By the eleventh day of school, the conditions of this article shall be implemented and enforced. The district shall assign students to classes in accordance with the following:
  - 1. With the goal of eliminating combination classes, Grades TK-3 will have a site average of 23:1 and support will be provided.
  - 2. With the goal of eliminating combination classes, Grades 4-5 Hard cap of 28,
  - Grades 6-8: 32 for English, History, Math and Science classes, 35 for World Language, 63 for Physical Education.
- B. At each school site, students shall be assigned to classes, initially and as students are enrolled throughout the year, on the most equitable basis possible. The goal is the even numerical distribution of pupils at grade levels. An out-of-balance situation shall be avoided.
- C. It is expressly agreed by both parties that initial and subsequent class assignments shall be the responsibility of the building principal, and it shall be his/her responsibility to keep class sizes to a minimum.
- D. Teacher will first discuss a class load problem with principal. If a resolution to the problem cannot be reached within three (3) days, the teacher may initiate grievance procedures according to Article XXI of this agreement.
- E. Special Education:
  - 1. Special education classes shall be staffed in accordance with the provisions of appropriate sections of the California Education Code and the Administrative Code.

Grade	Targeted Maximum
Pre-K-2	14
3-5	14
6-8	16

The following are targeted maximums for Special Day Classes:

If a Special Day Class exceeds the above numbers, the SDC teacher and the Director of Special Services will meet within ten (10) days to agree to a plan of relief. Such a plan will be written and a copy sent to the SDC teacher and the Association.

- F. Other Special Education Class Sizes:
  - 1. Resource Specialists shall have a maximum caseload of twenty-eight (28).

#### ARTICLE XV

#### **TEACHER SAFETY**

- A. Teachers shall not be required to work under unsafe or hazardous conditions. It is the responsibility of teachers to be alert in observing dangerous conditions, to make corrections within the scope of their authority, and to report conditions outside the scope of their authority to persons having District safety responsibilities. The District shall take reasonable steps necessary to correct such conditions.
- B. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate supervisor, who shall take appropriate action to provide for teacher safety and immediately report the incident to the police.
- C. The District shall reimburse employees for any loss, damage, or destruction of personal property or materials when such reimbursement is consistent with Board policy. The value of such items shall be the fair market value and shall be determined as of the time of the damage thereto. A form shall be provided by the District for this purpose.
- D. The District will establish employee health and safety programs in compliance with state and Federal regulations. Association members will comply with District policies established to comply with state and Federal regulations.

#### ARTICLE XVI

#### PERSONNEL FILES

- A. Materials in the personnel files of employees, which may affect the status of their employment, are to be made available for the inspection of the employee involved.
- B. Such material is not to include ratings, reports, or records which:
  - 1. were obtained prior to the employment of the person involved;
  - 2. were prepared by identifiable examination committee members; or
  - 3. were obtained in connection with a promotional examination.
- C. Every employee or his/her authorized agent shall have the right to inspect and obtain a copy of such materials upon request. Such inspection shall take place outside the teacher workday.
- D. Information of a disciplinary nature, except material mentioned in Section B above shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee 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 employee shall be released from duty for this purpose without salary reduction.
- E. Any person who drafts or places material in a teacher's personnel file shall sign the material and signify the date on which such material was drafted or placed in the file.
- F. Access to personnel files shall be limited to the members of the District administration or their authorized agent on a need-to-know basis.
- G. Upon request of the teacher, negative or disciplinary material in the teacher's personnel file shall be removed by the Human Resources Specialist after remaining in the file for four (4) years. Once removed, such material shall be placed in a separate file designated solely for the storage of such material. Access shall be limited to Management Staff only; however, every employee or his/her authorized agent shall have the right to inspect such material upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district.
- H. The District shall maintain a personnel file for each teacher, to be kept at the District's central office.
- I. Unsubstantiated written complaints by any citizen or parent about a teacher shall not be included in the file.

## ARTICLE XVII

#### **CERTIFICATED EMPLOYEE EVALUATIONS**

#### A. Purpose

Evaluations are conducted to maintain and improve the quality of education in the District. A fundamental premise for a successful evaluation program is the necessity for mutual respect and confidence to exist between the evaluator and those evaluated. The evaluation process in the District is designed to recognize and praise professional performance and to provide assistance and direction to improve instruction and student learning. Evaluation of certificated personnel is a continuing process. *The process conforms to Education Code sections* 44660-44665.

#### B. Guidelines

- Evaluation and assessment of the competence of certificated personnel shall include, but not be limited to, consideration of the following California Standards for the Teaching Profession Appendix II:
  - a. Engaging and Supporting All Students in Learning
  - b. Creating and Maintaining Effective Environments for Student Learning
  - c. Understanding and Organizing Subject Matter for Student Learning
  - d. Planning Instruction and Designing Learning Experiences for All Students
  - e. Assessing Student Learning
  - f. Developing as a Professional Educator
- 2. The employee will be evaluated by his/her site administrator unless otherwise agreed upon.
- 3. Evaluation Timeline
  - a. By September 15, each site principal will conduct an informational meeting for all teachers scheduled to be evaluated. The purpose of the meeting will be to review procedures for the evaluation process.
  - b. By October 15, the evaluator will have met individually with each certificated staff member being evaluated to review the evaluation process.
  - c. By December 15, all probationary and temporary certificated employees shall be formally observed by the evaluator. By February 15, probationary certificated employees shall be formally observed a second time by administration. For temporary certificated employees the date will be March 15.

- d. By May 1, permanent certificated employees being evaluated that year shall have all observations completed.
- e. By a date no later 30 days before the last day of the school year, the evaluatee shall receive the Evaluation Summary in a conference with the evaluator.
- 4. Evaluation Intervals
  - a. Non-tenured teachers will be evaluated annually.
  - b. Teachers will be evaluated the first year they achieve permanent status.
  - c. Permanent teachers with fewer than ten-years experience in the WCSD will be evaluated every other school year.
  - d. Permanent, highly qualified teachers who have been employed at least ten years in the WCSD and whose last evaluation was satisfactory, will be evaluated at least every four years. The evaluatee or evaluator may withdraw consent at any time (i.e., opt for more frequent evaluation).
  - e. By a date no later than 30 days before the last day of the school year, that employee shall receive the written Evaluation Summary.
- C. Options for Evaluation

There are three (3) options for evaluation in the formal evaluation year. Unless a unit member must be evaluated with the *Standards for the Teaching Profession* he/she may choose any of the three (3) options.

- 1. The Standards for the Teaching Profession option.
  - a. This option is required for all temporary unit members, all probationary unit members, and permanent unit members determined by the District to be in need of Formal Assistance.
- 2. The **Portfolio** option.
- 3. The Focus Question option.

#### D. Procedures for Standards for the Teaching Profession option

1. Each evaluation shall be based upon at least two observations, using the Classroom Observation Form (Appendix II), lasting either forty (40) minutes or full period, whichever is longer. The observation shall occur within a week mutually agreed upon in advance by evaluator and evaluatee. This does not preclude the evaluator and the evaluatee from agreeing to a specific date and time for the observation.

- 2. The evaluator shall hold an evaluation conference within five (5) working days of the formal observation in which the evaluator and the evaluatee shall review the Classroom Observation Form and what is to be incorporated into the Evaluation Summary.
- 3. At least two (2) observations shall take place prior to any deficiencies being included in the Evaluation Summary. If deficiencies are noted during the observations, the evaluator shall present suggestions for rectifying those deficiencies, in writing, on the Classroom Observation Form.
- E. Procedures for **Portfolio** option.
  - 1. Each evaluation shall be based upon at least two observations, using the Classroom Observation Form (Appendix II), lasting either forty (40) minutes or full period, whichever is longer. The observation shall occur within a week mutually agreed upon in advance by evaluator and evaluatee. This does not preclude the evaluator and the evaluatee from agreeing to a specific date and time for the observation.
  - 2. The evaluator shall hold an evaluation conference within five (5) working days of the formal observation in which the evaluator and the evaluatee shall review the Classroom Observation Form and what is to be incorporated into the Evaluation Summary.
  - 3. At least two (2) observations shall take place prior to any deficiencies being included in the Evaluation Summary. If deficiencies are noted during the observations, the evaluator shall present suggestions for rectifying those deficiencies, in writing, on the Classroom Observation Form.
  - 4. The evaluatee will prepare a written draft (Portfolio Initial Conference Form, Appendix II) of the selected Area of Inquiry and attend an initial meeting with the evaluator by October 15. This draft may also be prepared collaboratively by the evaluatee and the evaluator during the initial meeting.
  - 5. The evaluatee will complete and submit to their evaluator the final draft of the Portfolio Initial Conference Form (Appendix II) identifying the Area of Inquiry by October 20.
  - 6. The evaluatee will make three (3) selections for the Portfolio and write corresponding reflections on the portfolio reflection form (Appendix II) for each selection by April 15.
- F. Procedures for Focus Question option.
  - Each evaluation shall be based upon at least two observations, using the Classroom Observation Form (Appendix II), lasting either forty (40) minutes or full period, whichever is longer. The observation shall occur within a week mutually agreed upon in advance by evaluator and evaluatee. This does not preclude the evaluator and the evaluatee from agreeing to a specific date and time for the observation.
  - 2. The evaluator shall hold an evaluation conference within five (5) working days of the formal observation in which the evaluator and the evaluatee shall review the Classroom Observation Form and what is to be incorporated into the Evaluation Summary.

- 3. At least two (2) observations shall take place prior to any deficiencies being included in the Evaluation Summary. If deficiencies are noted during the observations, the evaluator shall present suggestions for rectifying those deficiencies, in writing, on the Classroom Observation Form.
- 4. The evaluatee will prepare a written draft of Section A of the Professional Evaluation Report Focus Question (Appendix II) and attend an initial meeting with the evaluator by October 15. This draft may also be prepared collaboratively by the evaluatee and the evaluator during the initial meeting.
- 5. The evaluatee will complete and submit to their evaluator the final draft of the Professional Evaluation Report Focus Question (Appendix II) by October 20.
- 6. Complete Section B of the Professional Evaluation Report Focus Question (Appendix II) and submit the form and evidence to evaluator by April 15.
- G. Mitigating Circumstances
  - No later than the end of the eighth week, or November 1, whichever is later of the year in which the evaluation is to take place, the evaluator and the certificated employee shall meet and mutually agree to any mitigating circumstances which may affect the evaluation. These circumstances shall include but not be limited to such factors as class size, intellectual abilities of the learners, availability of support personnel, and learning environment provided. Failure to reach agreement on any of the circumstances and/or components of evaluation shall necessitate that the Superintendent or his/her designee mediates the agreement. Resolution of the disagreement shall begin at the earliest possible time that it becomes apparent, but no later than two weeks following the identification of the disagreement.
  - 2. During the course of the evaluation period, mitigating circumstances including but not limited to, a change in class size or its composition may require modification of the evaluation parameters. The necessity for review and possible modification of the evaluation criteria shall be determined jointly by the employee and the evaluator with the waiver of time limitations.
- H. Remediation and Assistance
  - 1. Needs Improvement Evaluation
    - a. During the observation process if an evaluator detects area(s) of deficiency he/she shall provide the employee mutually agreed upon assistance before the Evaluation Summary takes place.
    - b. If the Evaluation Summary received indicates Needs Improvement the evaluatee will participate in the evaluation process the following year. The evaluator will provide mutually agreed upon assistance during the following year to remedy any deficiencies noted in the Evaluation Summary.
  - 2. Unsatisfactory Evaluation

- a. In the event that the evaluator has completed a formal observation and has reason to believe that an evaluatee will receive an unsatisfactory Evaluation Summary the District shall take action, including but not limited to, issuing a written warning, by March 1.
- b. The written warning shall specify the following in the Conference Comments section of the Formal Observation Form:
  - the deficiencies in meeting the CSTP's,
  - recommendations for improvement; and
  - the kind of assistance to be offered by the District to aid the evaluatee in rectifying those deficiencies.
- c. Recommendations for assistance may include attendance in workshops or in-service training, observation of similar classes, participating in a program designed to improve appropriate areas of the employee's performance and individualized coaching.
- d. An unsatisfactory Evaluation Summary will not be made with fewer than three (3) Formal Observations.
- e. If a permanent certificated employee receives an unsatisfactory Evaluation Summary, the evaluation shall be annual until a satisfactory Evaluation Summary is achieved.
- f. After receiving an unsatisfactory Evaluation Summary, the evaluatee may request that in lieu of the regular evaluator, the superintendent or his/her designee shall perform the District evaluation process.

#### ARTICLE XVIII

#### **TEACHER TRAVEL**

- A. Teachers requested to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day, shall be reimbursed for all such travel between or among job sites at the prevailing IRS rates.
- B. Teachers shall not use personal cars for field trips or other business of the District unless they have prior authorization from the Principal or their assignment as a traveling teacher requires such use.
- C. Teachers using their personal cars for transporting students must have prior authorization from their Principal and meet the requirements outlined in the District Personal Automobile Guideline.

## ARTICLE XIX

#### **DISCIPLINE LESS THAN DISMISSAL**

The following progressive discipline procedures will be applied, except where the serious nature of the alleged conduct justifies bypassing the steps outlined for progressive discipline. Employees may be disciplined only for just cause.

Discipline less than dismissal for all employees shall be in accordance with the following procedures:

- A. Progressive discipline shall be utilized except for conduct which is of such a nature that it injures or threatens to injure the safety of pupils or other employees, or causes substantial disruption of the educational program.
- B. Any employee may be represented, upon request, at any disciplinary meeting.
- C. All information on proceedings regarding any actions or proposed actions pursuant to the Article# will be kept confidential by the parties to the extent permitted by law.
- D. Initially the principal or immediate supervisor shall discuss the employee's acts or omissions with the employee and issue a verbal reprimand. The verbal reprimand may be followed by a written summary which is not placed in the employee's personnel file.
- E. If a verbal reprimand does not result in corrective conduct, a written reprimand shall be issued. If the written reprimand is to be placed in the employee's personnel file, it will be noted. An employee may respond in writing to a written reprimand.
- F. Prior to administering any formal discipline beyond the oral and written reprimands, an employee shall be provided notice and an opportunity to meet with the Superintendent or his/her designee. Notice shall include a statement of the discipline to be imposed. The employee shall be given five (5) working days within which to reply, in writing, to this notice. The proposed formal discipline shall not be imposed until after the employee's written reply, if any, has been received and given consideration by the administration.
- G. If suspension without pay is recommended as a disciplinary action, it shall be preceded by at least one (1) written reprimand. Exceptions to this standard may occur where conduct is of such a nature that it injures or threatens to injure the safety of pupils or other employees or causes substantial disruption of the educational program. A suspension without pay may not exceed fifteen (15) working days.
- H. Any initial suspension of any employee, pending a disciplinary meeting, shall be with pay.

#### ARTICLE XX

#### **PUBLIC CHARGES**

- A. Any citizen or parent complaint about a teacher shall be reported to the teacher by the administrator receiving the complaint.
- B. Should the involved teacher, the complainant or the administrator believe that the allegations in the complaint are sufficiently serious to warrant a meeting, a meeting shall be scheduled between the complainant (and/or his/her representative), the teacher (and/or his/her representative), and the administrator.
- C. If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she shall put his/her complaint into writing and submit the original to the immediate supervisor with a copy to the teacher and Superintendent. The teacher shall be given release time for the purpose of initialing and dating the written complaint and preparing a written response to such complaint. The response shall be attached to the written complaint.
- D. The written complaint and attached response shall be placed in the teacher's personnel file only if the complaint has been substantiated by the administrator.
- E. Nothing above shall be construed to preclude a citizen or parent from filing a written complaint without complying with Section B above. However, no written complaint shall be placed in any personnel file unless the complainant has complied with Section B. above.

#### ARTICLE XXI

#### **GRIEVANCE PROCEDURE**

#### A. <u>PURPOSE</u>:

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise, affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to respond to the proposed adjustment.
- 3. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
- 4. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein will be reduced by mutual agreement of the parties involved so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

#### B. <u>DEFINITIONS</u>:

- 1. A "grievance" is a claim by one or more members of the bargaining unit that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement. Actions to challenge or change the terms of this Agreement shall not be considered a grievance.
- 2. A "grievant" is a member of/or the entire bargaining unit provided for in this contract.
- 3. The "immediate supervisor" means the administrator who assigns, reviews, and directs the work of the grievant.
- 4. Within the confines of the school year a day is any day teachers are required to report for work. During the summer, a day shall be defined as any day the District Office is open for business.

#### C. <u>TIME LIMITS</u>:

1. Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of both parties, the time limitation for any step may be extended.

#### D. INFORMAL DISCUSSION:

- 1. Initially, the grievant shall meet with his/her immediate supervisor and attempt to resolve the grievance informally. In the event the immediate supervisor states he/she lacks the authority to resolve the grievance, the immediate supervisor thereby waives Level I formal filing of the grievance so that the Association may file directly at Level II. In such event, the time limit set forth at Level I shall apply to this filing at Level II.
- 2. If the informal discussion does not resolve the grievance to the satisfaction of the grievant within three (3) days, a formal grievance may be initiated. A formal grievance may be initiated no later than twenty (20) days after the grievant knew or reasonably should have known of the event or circumstances occasioning the grievance.

## E. <u>LEVEL I</u>:

- 1. If the informal discussion does not resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than twenty (20) days after the event or circumstances occasioning the grievance have come to the attention of the grievant.
- 2. A formal grievance shall be initiated in writing on a form, prepared by the District and approved by the Association, and shall be filed with the immediate supervisor/principal. (Appendix I.)
- 3. Within twelve (12) days after the filing of the formal grievance, the immediate supervisor/principal shall investigate the grievance and give his/her decision in writing to the grievant.

## F. <u>LEVEL II</u>:

- 1. If the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision within ten (10) days to the Superintendent or his/her designee.
- 2. The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.
- 3. Within fifteen (15) days, the Superintendent or his/her designee, shall investigate the grievance and give his/her decision in writing to the grievant.

## G. <u>LEVEL III</u>:

- 1. If the grievant is not satisfied with the decision pursuant to Level II, he/she may within ten (10) days request in writing that the Association submit his/her grievance to arbitration.
- 2. The Association, by written notice to the Superintendent within ten (10) days after receipt of the request from the grievant may submit the grievance to binding arbitration.
- 3. An impartial arbitrator shall be selected jointly by the Association and the District within ten (10) days of receipt of the written request. Should they be unable to agree on an arbitrator, submission of the grievance shall be made to the California State Conciliation Service with a request that a list of arbitrators be supplied.

- 4. The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally. Any additional expenses shall be borne by the party incurring such expenses.
- 5. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit his/her decision to the application and interpretation of its provisions.
- 6. After hearing the evidence, the arbitrator shall submit his/her findings and award, in writing, to the District and to the grievant within thirty (30) days after the close of the hearing. The arbitrator's award shall be final and binding on the parties.

## H. <u>RESPONSE</u>:

- 1. Failure by the grievant to appeal a decision within the specified time limit shall be deemed an acceptance of the decision.
- 2. Failure by the District to respond within the applicable time limit shall allow the grievant to automatically proceed to the next level.
- 3. Time limits may be extended by mutual agreement.
- 4. For purposes of computing time limits, the day following the action or event is one (1).

## I. <u>MISCELLANEOUS</u>:

- 1. <u>Conference</u>: Grievant shall have the right to a conference, upon request, at each level.
- 2. <u>Records</u>: All records of the proceedings shall be retained by the Personnel Department in a separate grievance file.
- 3. <u>Reprisals</u>: No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.
- 4. <u>Representation</u>: Each party may be represented by a conferee at each level of the grievance procedure.
- 5. <u>Pay</u>: An employee shall not suffer any loss of pay while appearing at the necessary times and places in the processing of the grievance.
- 6. Upon mutual agreement between the District and the Association, "Expedited or Streamlined Labor Arbitration Rules" may be utilized.

## ARTICLE XXII

#### **PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

- A. Any unit member who is a member of the Walnut Creek Education Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) 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 Walnut Creek Education Association, CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum payment in the same manner as required for the payment of membership dues provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph A. of this Article. In the event that a unit member shall not pay such fee directly to 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 paragraph A. of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

#### C. <u>EXEMPTIONS</u>:

- 1. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, or who has demonstrated a bona fide conscientious objection to join or financially support employee organizations, shall not be required to join or financially support Walnut Creek Education Association, CTA/NEA as a condition of employment; except that such unit member shall in lieu of a service fee, cause to have a payroll deduction made in sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501 (c) (3) of Title 26 of the Internal Revenue Code:
  - a. Walnut Creek Education Foundation
  - b. United Way
  - c. Walnut Creek Civic Arts
- 2. Proof of Section C.1. above shall be made on an annual basis to the District as a condition of continued exemption from the provisions of paragraphs A. and B. of this Article by either:
  - a. A written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations; or

- b. A signed statement prepared by the District and the Association, and witnessed by a representative of the District and a representative of the Association verifying conscientious objection to joining or financially supporting employee organizations.
- D. With respect to all sums deducted by the District pursuant to paragraphs 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. The agencies included in Section C. 1. to whom non-members are contributing shall also be indicated.
- E. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

#### ARTICLE XXIII

#### LEAVES

#### A. MISCELLANEOUS PROVISIONS:

- 1. A paid leave of absence shall mean that an employee will continue to receive all of the usual and customary benefits that the employee enjoyed as a regular full-time employee. An employee on paid leave of absence shall be entitled to incremental movement on the salary schedule.
- 2. An unpaid leave of absence (permissive leave) shall mean that an employee will not be reimbursed any monies or fringe benefits while on that leave, will not accrue any time in service seniority during that leave, and will not be entitled to movement on the salary schedule in any manner. An exception to this paragraph will be the employee who earns additional credits while on this leave and, as a result, will be entitled to lateral movement on the schedule. Only tenured teachers shall be considered for permissive leave.
- 3. An employee on an unpaid leave of absence has the right to maintain current fringe benefits by voluntarily agreeing in writing to pay the District's usual and customary contribution to whatever fringe health benefits he or she wishes to maintain while on this leave.
- 4. If a teacher goes on leave for a minimum of one year or because of long-term illness and is replaced by a temporary contract teacher, then the returning teacher shall be entitled to go back to the position that he/she held at the beginning of the leave as though he/she had not been on leave. If the position that a teacher held when he/she went on leave no longer exists when he/she returns, or was filled by another teacher within the District at the time he/she went on leave, then at the request of the teacher every effort will be made to return the teacher to his/her previously held teaching level, for example' Primary (K-3), Middle (4-5), Intermediate (6-8).
- 5. If a teacher goes on leave for the entire first semester and is replaced by a temporary contracted teacher, then he/she will return to the most appropriate placement until the end of the school year. At the beginning of the first semester of the next contracted work year, the returning teacher shall be entitled to go back to the position he/she held at the beginning of the leave as though he/she had not been on leave. If the position that a teacher held when he/she went on leave no longer exists when he/she returns, or was filled by another teacher within the District at the time he/she went on leave, then at the request of the teacher every effort will be made to return the teacher to his/her previously held teaching level, for an example: Primary (K-3), Middle (4-5), or Intermediate (6-8).
- 6. Specific rationale for refusal of any permissive leaves requested under this contract will be verbally explained to the employee with a written explanation upon request.
  - a. Upon request, the Board may extend any permissive leave.
  - b. Any teacher who seeks an extension of any permissive leave shall make application no later than February 1 of the year of the leave. Failure to make such application will forfeit the right of extension and the teacher will receive an assignment beginning the first working day after expiration of the leave. The

District will notify the teacher of the impending expiration of the leave at least forty (40) days prior to the expiration date.

- c. Should a teacher wish to extend a first semester permissive leave, he/she shall make application no later than December 1 of the current semester of the leave.
- d. If the extension of a leave is not granted, a teacher must submit a letter of intent to return or a resignation letter by the last day of the school year. Failure to do so will be considered a resignation.
- 7. Teachers utilizing child-rearing, health, legislative, study, and any unpaid maternity leave must serve seventy-five percent (75%) of their contracted school year, prorated in terms of job share and part-time options in order to receive movement on the salary schedule.

# The following leaves are provided for employees in the Certificated Bargaining Unit, Walnut Creek School District:

## B. SICK LEAVE:

- 1. Every teacher shall be entitled to ten (10) days of paid sick leave per year.
- 2. Unused sick leave shall accrue from school year to school year.
- 3. At the beginning of each school year, every teacher shall receive a sick leave allotment credit, equal to his/her sick leave entitlement for the school year. A teacher may use his/her credited sick leave at any time during the school year.
- 4. Upon retirement or resignation, unused sick leave for employees who were STRS members may be applied to retirement credit as governed by the State of California Education Code.
- 5. The District may require a physician's verification of illness if a teacher has been on sick leave for five (5) or more consecutive days.
- 6. The District shall provide each teacher with a written statement of (a) his/her accrued sick leave total, and (b) his/her sick leave entitlement for the school year.
- 7. A teacher who retires or leaves the District and has used sick leave not earned shall reimburse the District for the unaccrued days payment. Sick leave shall accrue at the rate of one (1) day of sick leave per month worked.
- 8. A teacher absent for less than one-half (1/2) day will have deducted one-half (1/2) day of absence. A teacher having an absence of more than one-half (1/2) day, but less than a whole day, will have deducted a whole day of absence regardless of the substitute teacher time needed. (This section does not preclude teachers making mutually agreeable arrangements for coverage with another teacher or administrator.)
- C. <u>MATERNITY LEAVE</u>. Maternity leave for employees covered under this Agreement shall be granted by the District in accordance with the appropriate section of the State of California Education Code and subject to the following conditions:

- 1. Certificated employees shall be entitled to utilize sick leave for the period of time that they are temporarily disabled resulting from the employee's pregnancy, miscarriage, childbirth, and recovery therefrom.
- 2. The length of the sick leave, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee's physician. A letter verifying the length of the sick leave shall be signed by the employee and the employee's physician and filed in the District Personnel Office.
- 3. The manner of reporting absence for a sick leave resulting from pregnancy, miscarriage, childbirth, and recovery therefrom, shall be the same as the manner of reporting any other sick leave except as noted above.
- 4. Sick leaves for maternity shall not constitute a break in service in meeting the conditions of tenure eligibility. However, a certificated employee must serve seventy-five percent (75%) of her contracted school year in order to receive credit for a full year of service for tenure purposes.
- 5. A teacher shall not have to be married in order to qualify for the benefits provided for in this section.

## D. <u>CHILD-REARING LEAVE AND FAMILY RIGHTS LEAVE ACT (FRLA)/(GOV. CODE, §</u> <u>12945)</u>:

- Upon request, the District shall provide a male or female teacher who is a natural or adopting parent an unpaid leave of absence for the birth or adoption of his/her child according to the FRLA. For employees who have served at least 1,250 hours during the previous twelve (12) months, twelve (12) weeks of leave shall be granted without pay under the FRLA, but benefits shall continue. The first six (6) weeks shall be concurrent with the disability leave. The remaining six (6) weeks shall be granted with a doctor's verification if there is a complicating factor. An additional permissive unpaid leave without benefits may be granted for tenured employees until the end of the semester following the birth of the child and no longer than the end of the second semester following the birth of the child. A teacher shall notify the District that he or she intends to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.
- 2. The employee has the right to maintain current fringe benefits for the part of the leave not covered by the FRLA by voluntarily agreeing in writing to pay the District's usual and customary contribution to whatever fringe health benefits he/she wishes to maintain while on this leave.
- 3. A teacher shall not have to be married in order to qualify for the benefits provided for in this section.
- 4. A teacher who has served at least 1,250 hours in the previous twelve (12) months may request an unpaid leave with benefits of up to twelve (12) weeks in one year to care for a parent, spouse, or child who is seriously ill under the FRLA.
- E. <u>BEREAVEMENT LEAVE</u>:

- 1. A death in the immediate family of an employee covered under this Agreement shall entitle said employee to a leave of absence not to exceed three (3) days, or five (5) days (if over 300 miles of travel is required). No deduction shall be made from the salary of such employee.
- 2. Immediate family shall be defined to include the following: mother, father, mother-in-law, father-in-law, grandmother, grandfather, or the grandchild of the employee or of the spouse, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law, niece, nephew, aunt, uncle, or first cousin of the employee, domestic partner, or other person who stood in loco parentis to the employee, or any relative living in the immediate household of the employee, or any person who has lived in the immediate household for at least ninety (90) days.
- 3. Leave may be granted to the employee by the Superintendent (a) for any individual not listed herein; and/or (b) under special circumstances, for any additional days.

## F. <u>HEALTH LEAVE</u>:

The District may grant a teacher, upon request, an unpaid leave for health reasons. Such leave may be for a minimum of one semester and a maximum of one school year.

- 1. A statement by the teacher's physician to the effect that the teacher is entitled to such leave shall be furnished at the District's request.
- 2. The teacher shall notify the District of his/her intended return date at least two (2) weeks in advance.
- 3. Health leave may be granted if a teacher is temporarily unable to perform his/her services because of illness, accident, or quarantine.

## G. EXTENDED ILLNESS LEAVE:

- 1. If a teacher has utilized all his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident, then an additional one hundred (100) days of difference pay shall be allowed. The amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute, or if no substitute was employed, the amount which would have been paid to the substitute had a substitute been employed. In no case shall the deduction to an employee's paycheck utilizing this leave be more than fifty percent (50%) of the employee's serious health condition under the FRLA.
- 2. When all sick leave provided by other sections of this contract has expired, the employee may be granted a leave of absence without pay. Where a sustained period of illness extends beyond the end of the fiscal year, June 30, the person granted the leave of absence must submit to the District a request for continuance for whatever the specified period may be during the next fiscal year. This request must be submitted not later than June 30 of the succeeding year.

#### H. <u>PERSONAL NECESSITY LEAVE</u>:

1. A certified employee shall be entitled to use nine (9) days of sick leave as personal necessity leave in order to take care of personal business that cannot be taken care of

outside of contract hours. Examples include, but are not limited to accidents, court appearances, illness of family members, etc. He or she must comply with the District procedures.

2. A teacher shall be entitled to use six (6) days of Personal Necessity Leave/ No Tell per year, but no more than four (4) workdays consecutively, in order to take care of personal business without having to state a reason, provided he or she complies with District procedures.

## I. JURY DUTY LEAVE:

- 1. District employees covered under this Agreement who are called to serve on a jury shall be entitled to be absent from duty without loss of pay.
- 2. Any compensation minus any mileage expense received by an employee as a member of a jury shall be remitted to the District.

## J. <u>LEGISLATIVE LEAVE</u>:

A teacher who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for the length of his/her term or terms in office.

- 1. The teacher on such leave shall notify the District of his/her intended return at least six (6) weeks in advance.
- 2. The employee has the right to maintain current fringe benefits by voluntarily agreeing in writing to pay the District's usual and customary contribution to whatever fringe health benefits he or she wishes to maintain while on this leave.

## K. <u>SABBATICAL LEAVE</u>:

Sabbatical leave may be granted under the following conditions:

- The total number of persons on sabbatical leave within one (1) year shall not exceed two
  (2) persons at any one time. It is expressly agreed that a total of four (4) persons could conceivably be granted sabbatical leaves if they were given in one (1) semester grants.
- 2. Applicants may be granted sabbatical leave so long as the purpose of such leave is to pursue a program of study, research, or travel which may be of benefit to the schools. If the number of eligible teacher applicants exceeds the two (2) person maximum, selection shall be made on the basis of District-wide seniority subject only to the same "purpose of program" restriction referred to in the preceding sentence.
- 3. While on sabbatical leave, a teacher shall be eligible for any of the other leaves of absence enumerated in this Agreement.
- 4. The District shall pay a teacher who is on sabbatical leave sixty percent (60%) of his/her full salary. There shall be no reduction in fringe benefits during the term of a teacher's sabbatical leave.
- 5. The District and a teacher who is to go on sabbatical leave shall develop a payment schedule, which is mutually acceptable, at least thirty (30) days before the sabbatical leave is scheduled to commence.

- 6. A teacher on a sabbatical leave of absence shall be entitled to receive credit for annual salary increments provided during his/her leave.
- 7. <u>Review Committee</u>:
  - a. The Review Committee shall:
    - i. establish criteria for evaluation of sabbatical leave applications;
    - ii. review all applications; and
    - iii. recommend to the Governing Board appropriate action on each application.
  - b. Membership on the Review Committee shall be as follows:
    - i. Superintendent, Chairman
    - ii. Two (2) members from the Management Team, appointed by the Superintendent; and
    - iii. Three (3) teachers appointed by the Association to serve a two-year term.
- 8. <u>Application</u>:
  - a. Application for leave should be typed and submitted to the Superintendent. The following information is to be provided:
    - i. Name, school, and present assignment;
    - ii. Particular type of leave requested;
    - iii. Time requested for leave;
    - iv. Statement of purpose and intent;
    - v. Outline of program; and
    - vi. Letter from institution stating acceptance of the applicant's program.
  - b. Applications must be filed by March 1.

#### L. INDUSTRIAL ACCIDENT OR ILLNESS LEAVE:

- 1. All certificated employees covered under this Agreement shall be eligible for leave of absence because of industrial accident or illness as acknowledged by the District's workers' compensation insurance carrier. Allowable leaves shall be for not more than sixty (60) service days in any one fiscal year for the same accident and shall commence the first day of absence.
- 2. Leaves of absence under this policy shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

- 3. Certificated employees shall be paid such portion of the salary due them for any month in which the absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to them of not more than their full salaries.
- 4. Leaves of absence applied for under this policy shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award to the employee.
- 5. Upon termination of industrial accident leave, the employee shall be entitled to accumulated sick leave benefits under Extended Illness Leave provisions of this Agreement with the provision that if the employee continues to receive a temporary disability indemnity he/she may elect to receive as much of his/her accumulated sick leave which when added to his/her temporary disability will result in a payment to him/her of not more than his/her full salary. During any paid leave of absence the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District in turn shall deduct normal retirement and other authorized contributions. Unless travel outside of California is authorized by the District, employees receiving benefits under this policy during the period of illness or injury shall remain in the State of California.
- 6. The District Superintendent shall recommend to the Governing Board employees petitioning for leaves of absence under this policy. Employees petitioning for such leaves are responsible for furnishing the District Superintendent, upon his/her request, a statement signed by a licensed physician or practitioner verifying the nature of the injury or illness and the number of days of absence that will be needed for the leave of absence. A second signed physician's or practitioner's statement may be required of the employee upon request of the District Superintendent at the end of the employee's leave of absence certifying that the employee's condition is satisfactory to warrant a return to service.

#### M. STAFF DEVELOPMENT LEAVE:

Should funds be available, a teacher may be granted one (1) or more days of paid leave each school year for the purpose of improving his/her performance, provided that the teacher receives prior approval from his/her immediate supervisor and the leave is demonstrably related to the teacher's current or future assignment. The teacher shall assist in designing said staff development program.

#### N. PROFESSIONAL GROWTH LEAVE:

The District may grant a teacher a leave of absence to pursue educational improvement and advancement.

- 1. The teacher's options are:
  - a. An unpaid leave for a minimum of six (6) weeks and a maximum of one school year, or
  - b. A paid leave of six (6) or nine (9) weeks. The District shall pay a teacher who is on a nine-week paid leave fifteen percent (15%) of his/her full salary and shall pay a teacher taking a six-week paid leave ten percent (10%) of his/her full salary.

There shall be no reductions in fringe benefits during the term of a teacher's study leave.

- 2. A teacher shall apply to the District for such leave no later than ten (10) weeks before its anticipated commencement.
- 3. A teacher on study leave shall be entitled to all benefits accorded and obligated by all duties imposed under the general definitions section of this Article on leaves.

#### O. ASSOCIATION LEAVE FOR ASSOCIATION BUSINESS:

The Association President or his/her designee shall have five (5) days of paid leave for Association business which shall not include any type of concerted activities. Additional leave may be used to attend to Walnut Creek Teachers Association (WCTA) business as specified by the Walnut Creek Teachers Association Executive Board with the prior approval of the Superintendent. The District shall provide a substitute to be paid for by the Association.

#### P. <u>MILITARY LEAVE</u>:

Teachers who are members of any reserve corps of the Armed Forces of the United States or of the National Guard, or who are inducted, enlist, or are otherwise ordered to active military duty shall be granted such leave and military leave pay as is provided in the Military and Veterans Code. Teachers shall request that such service be scheduled not to interfere with the school year.

## ARTICLE XXIV

#### **COMPENSATION PACKAGE**

A. Step and column movement on the Certificated Schedule shall be guaranteed for the length of this contract.

#### B. <u>FRINGE BENEFITS</u>:

- 1. All eligible employees must participate in the current dental (Delta Dental) and vision plans as required by the carrier regardless of the medical plan chosen.
- 2. An employee may choose a medical plan (i.e., Kaiser, other HMO and/or PPO) from those mutually agreed upon by the District and the Association. The District shall pay a negotiated amount per month for each full-time employee. Part-time employees shall be prorated to the percentage of full-time employment toward the employee's Health Benefit Plan. The cost of medical, dental and vision premiums are included in this Health Benefit Plan cap. When the cost of a Health Benefit Plan exceeds the previously stated District contribution cap, the employee must pay the difference. (See Appendix X.)
- 3. <u>Non-Salary Stipend</u>: A teacher who chooses not to participate in a provided medical plan may choose to have the district pay cash-in-lieu per month as a non-salary stipend. (See Appendix X.) This option shall be prorated to the percentage of full-time employment. The payment shall be in lieu of medical plan coverage paid by the District and shall be initiated only following the teacher's certification, on a form prescribed by the district, of alternative medical coverage. The "Waiver of Fringe Benefits for a Non-Salary Stipend" must be filed during the open enrollment period each year and returned no later than December 15.
- 4. Unit members' domestic partners and their dependents shall be eligible for the same health care benefits as unit members' spouses and their dependents. Domestic partners of retirees are not covered unless the domestic partnership commenced prior to the retirement. The domestic partner benefits shall be available only to the extent that district health care plan providers agree to make them available. The district shall not be responsible to obtain additional health care benefits insurance carriers solely for the purpose of offering domestic partner benefits. For purposes of this provision a domestic partnership shall exist between two persons regardless of their gender and each of them shall be the domestic partner of the other if both complete, sign, and have notarized the Domestic Partner Affidavit. (See Appendix III.)
- 5. For district paid benefits, the district cap shall first be applied to selected medical coverage. The remainder shall then be applied to dental and then vision coverage.
- 6. For married and domestic partners who are both employed in the Walnut Creek School District, District contributions toward employee benefit premiums may be combined. One employee will take the total combined coverage; the other will be deemed "spouse." The coverage must be for two people or more.

#### C. <u>SALARY IMPROVEMENT</u>:

Refer to annual signed salary agreement page.

## D. <u>ADDITIONAL STIPENDS</u>:

- 1. Master's degree see Appendix IX.
- 2. Doctoral degree see Appendix IX.
- 3. Teachers may not receive both the master's stipend and doctoral stipend. Those teachers that have both master's and doctoral degrees will receive the doctoral degree stipend.
- 4. National Board Certification see Appendix IX.

#### E. <u>STRS</u>:

The District will continue to participate in the STRS PICK-UP Program (Tax Deferral Program) by which the employee's contribution to STRS is not considered taxable income.

#### F. <u>MEDICARE COVERAGE</u>:

Medicare coverage shall be offered in accordance with Assembly Bill 265 (1989) and Government Code section 22090.3, et seq., to be effective November 1992.

#### G. <u>SUBSTITUTE COVERAGE</u>:

- 1. The Walnut Creek Teachers Association and the Walnut Creek School District agree to compensate certificated staff for covering classes during preparation periods when substitutes are not available.
  - a. Compensation will be at the student contact rate for covering a class when a substitute is unavailable.
  - b. The Principal will compile a list of volunteers for each period of the day.
  - c. Staff may not take compensation time instead of payment.

#### H. <u>EXTRA DUTIES</u>:

The rate of pay for extra duties performed by certificated employees shall be as follows:

1. Non-Student Contact – Step 1 Column 1

Examples include, but are not limited to:

- a. Summer work
- b. Curriculum
- 2. Student Contact Step 1 Column 4

Examples include, but are not limited to:

- a. Reading Recovery
- b. Tier 2 Intervention

c. After - School Intervention

#### ARTICLE XXV

#### SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. However, the District agrees to meet and negotiate within the Association within 30 (thirty) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

#### ARTICLE XXVI

#### **CONCERTED ACTIVITIES**

- A. It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- B. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- C. It is agreed and understood that any employees violating this Article may be subject to discipline up to and including termination by the District. Termination proceedings instigated under this section shall not preclude employees from being represented at all stages of such proceedings by the Association or other counsel of their choosing.
- D. It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in District policy from those employees participating in the action.
- E. It is understood that the provisions of this Article are not in effect during collective bargaining of reopeners.

#### ARTICLE XXVII

#### **ZIPPER CLAUSE**

During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate, and agrees that the District shall not be obligated to meet and negotiate 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 or 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.

#### ARTICLE XXVIII

#### **SPECIAL EDUCATION - FULL INCLUSION**

#### A. Definitions

The parties recognize that Special Education definitions are not set by the District and are subject to change. However, in an attempt to advise unit members of special education student status that may affect them, the following definitions were appropriate in the 2016-2017 school year.

#### 1. Full Inclusion

A student with a moderate to severe disability who participates for the full school day in a general education classroom is considered to be a full inclusion placement. The student is exposed to the general education curriculum and modifications and accommodations to this program are made in collaboration with special education staff. The student is not expected to meet all general education standards but rather meet goals established by the special education staff in collaboration with the general education teacher and other IEP team members. Social skill development can be primary benefit to the student's participation in a full inclusion placement rather than academic achievement.

#### 2. Push In Services

Students with mild to moderate disabilities whose primary placement is in the general education program may receive some or all of their special education support through the special education teacher working with them in the general education setting (pushing into the general education setting). It is the District's legal obligation to assure students are participating as much as possible in the general education setting. This instruction would be designed by the special education teacher but could be implemented by an aide. Special education students' time out of the general education is carefully monitored by the State Department of Education and stringent targets for general education participation of identified students are established for the District.

3. Pull Out Services

Students with mild to moderate disabilities whose primary placement is in the general education program may receive some or all of their special education support by leaving the general education program to receive special education instruction individually or in a small group with a special education teacher. These students are pulled out of their general education program to receive this special education instruction. Pull out services include specialized instruction by a special education teacher as well as designated instructional services such as speech, occupational therapy and adapted physical education.

#### 4. Mainstreaming

All special education students are guaranteed access to general education participation to the maximum extent appropriate. For students who require special education instructional

support for the majority of their school day (students in special day class placements), the District must define the amount of time they can successfully participate in general education. This "mainstreaming" back into the general education program allows the student access to the general education instruction as well as the access to typically developing peers for ongoing development.

5. Reverse Mainstreaming

When a child is unable to participate in mainstreaming, an individual or small group of typically developing peers may participate in activities/instruction in the special education classroom.

#### B. Full Inclusion

See A1 above for a definition of Full Inclusion.

- 1. The District shall initially seek a volunteer from the affected site before assigning a full-inclusion student to a class roster.
- 2. A teacher who is assigned one (1) or more full-inclusion students shall be notified as early as possible regarding the enrollment of such a student in his/her class.
- 3. Prior to the first day of attendance of a student previously identified by the District as a full-inclusion student, the teacher shall be informed of the student's medical needs, receive a copy of the District's medical emergency plan for the student and a copy of the student's IEP. If the student is new to the District, all pertinent medical information and the IEP will be given to the teacher within five (5) days after the District receives the information from the former district.
- 4. Planning Time
  - a. The site administrator will make every effort to adjust class size and adjunct duties for any teacher who has been assigned a Full Inclusion student. Teachers of Full Inclusion students will negotiate adjunct duties with the Principal.
  - b. Substitute (release) time will be provided on an as-needed basis for teachers of identified Full Inclusion students to provide meeting time with support personnel.
- 5. In-Service

Staff development and/or training shall be made available on an as-needed basis for teachers of identified Full Inclusion students.

6. The District shall count the full-inclusion student toward the class size of the regular teacher to whom the student is assigned. Unless the teacher of the full-inclusion student agrees otherwise, his/her class roster shall be the last roster to reach maximum class size for that grade level at the school site.

#### ARTICLE XXIX

## SUPPORT FOR TEACHERS OF STUDENTS WITH SPECIAL NEEDS

- A. By the end of the first week of school, each teacher shall be provided with a list of students placed in his/her class with active IEPs or 504 Plans.
  - 1. This information shall be provided as soon as practical for students enrolling, qualifying, or changing status during the school year.

#### 2016-2017 Agreement

#### Between

## THE WALNUT CREEK SCHOOL DISTRICT and THE WALNUT CREEK TEACHERS ASSOCIATION

#### TABLE OF APPENDICES

- <u>APPENDIX I</u> Grievance Report Form
- <u>APPENDIX II</u> New Evaluation Forms
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- <u>APPENDIX IV</u> Collaboration Guidelines
- <u>APPENDIX V</u> Salary Schedule (187 Days Contract Year) 2017-2018
- <u>APPENDIX VI</u> Salary Placement
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- APPENDIX XII Calendar

#### Walnut Creek School District Walnut Creek, California

## **GRIEVANCE REPORT FORM**

Name of Grievant

School

Home Telephone

Date

Section(s) of Contract Allegedly violated\_\_\_\_\_

Date of Informal Conference\_\_\_\_\_

## STATEMENT OF GRIEVANCE (INDICATE NAMES, LOCATION, TIMES, ETC.)

#### **REMEDY SOUGHT**

Signature of WCEA Representative  Signature of Grievant  Date
---

# REASON FOR APPEAL (ATTACH COPY OF ADMINISTRATIVE DECISION AT LEVEL I)

Signature of WCEA Representative	Signature of Grievant	Date

Distribution:

1. Grievant Retains

2. Principal or Supervisor Retains

3. To Superintendent with Decision Attached

4. To Association

# California Standards for the Teaching Profession

#### STANDARD ONE:

#### ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING

- 1-1 Connecting students' prior knowledge, life experience, and interests with learning goals
- 1•2 Using a variety of instructional strategies and resources to respond to students' diverse needs
- 1-3 Facilitating learning experiences that promote autonomy, interaction, and choice
- 1•4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful
- 1•5 Promoting self-directed, reflective learning for all students

#### STANDARD THREE:

#### UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

- 3•1 Demonstrating knowledge of subject matter content and student development
- 3•2 Organizing curriculum to support student understanding of subject matter
- 3•3 Interrelating ideas and information within and across subject matter areas
- 3-4 Developing student understanding through instructional strategies that are appropriate to the subject matter
- 3•5 Using materials, resources, and technologies to make subject matter accessible to students

#### STANDARD FIVE:

#### ASSESSING STUDENT LEARNING

- 5•1 Establishing and communicating learning goals for all students
- 5•2 Collecting and using multiple sources of information to assess student learning
- 5-3 Involving and guiding all students in assessing their own learning
- 5•4 Using the results of assessments to guide instruction
- 5•5 Communicating with students, families, and other audiences about student progress

#### STANDARD TWO:

#### CREATING & MAINTANING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

- 2•1 Creating a physical environment that engages all students
- 2•2 Establishing a climate that promotes fairness and respect
- 2•3 Promoting social development and group responsibility
- 2•4 Establishing and maintaining standards for student behavior
- 2•5 Planning and implementing classroom procedures and routines that support student learning
- 2.6 Using instructional time effectively

#### STANDARD FOUR:

#### PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

- 4•1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs
- 4•2 Establishing and articulating goals for student learning
- 4•3 Developing and sequencing instructional activities and materials for student learning
- 4•4 Designing short-term and long-term plans to foster student learning
- 4•5 Modifying instructional plans to adjust for student needs

#### STANDARD SIX:

#### DEVELOPING AS A PROFESSIONAL EDUCATOR

- 6•1 Reflecting on teaching practice and planning professional development
- 6•2 Establishing professional goals and pursuing opportunities to grow professionally
- 6•3 Working with communities to improve professional practice
- 6•4 Working with families to improve professional practice
- 6•5 Working with colleagues to improve professional practice
- 6•6 Balancing professional responsibilities and maintaining motivation

## WALNUT CREEK SCHOOL DISTRICT **PROFESSIONAL EVALUATION REPORT**

Site: \_\_\_\_\_ Grade/Subject: \_\_\_\_\_

## STANDARDS FOR THE TEACHING PROFESSION

#### **STANDARD ONE:**

#### **ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING**

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

Comments:

#### **STANDARD TWO:**

## **CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING**

2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully

- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students

2.5 Developing, communicating, and maintaining high standards for individual and group behavior

2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn

2.7 Using instructional time to optimize learning

Comments:

#### **STANDARD THREE:**

#### UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks

3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter

- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students

3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

Comments:

#### **STANDARD FOUR:**

#### PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

- 4.1 \_\_\_\_ Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4.2 \_\_\_\_ Establishing and articulating goals for student learning
- 4.3 \_\_\_\_ Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students

#### **STANDARD FIVE:**

#### ASSESSING STUDENT LEARNING

- 5.1 \_\_\_\_ Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- 5.2 \_\_\_\_ Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 \_\_\_\_ Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 \_\_\_\_ Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5.5 \_\_\_\_ Involving all students in self-assessment, goal setting, and monitoring progress
- 5.6 \_\_\_\_ Using available technologies to assist in assessment, analysis, and communication of student learning

5.7 \_\_\_\_ Using assessment information to share timely and comprehensible feedback with students and their families

Comments:

#### **STANDARD SIX:**

#### **DEVELOPING AS A PROFESSIONAL EDUCATOR**

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

Comments:

Evaluatee's Comments:

S = Satisfactory N = Needs Improvement U = Unsatisfactory \*An unsatisfactory rating in three major areas will yield an unsatisfactory final evaluation.

\* Only key boxes for each Standard for the Teaching Profession will be marked; however, if any key area is marked unsatisfactory or needs improvement, any discrete skill of concern will be checked.

<sup>4.5 &</sup>lt;u>Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</u>

## WALNUT CREEK SCHOOL DISTRICT

Eval	luation Su	mmary Date	
Focus Question		STP	Portfolio
		(Standards for the Teac	ching Profession)
Satisfactory		Needs Improvement	Unsatisfactory
aluatee	Date	Evaluator	Date

## PORTFOLIO INITIAL CONFERENCE FORM

Certificated Employee \_\_\_\_\_

Grade Level/Subject\_\_\_\_\_

Date\_\_\_\_\_

School\_\_\_\_\_

Complete this form to identify your Area of Inquiry prior to the conference with your administrator. You will collect evidence for your portfolio to support your Area of Inquiry. This form needs to be completed by **October 15**.

STP:

Area of Inquiry:

What student outcomes do I anticipate?

What will I do in order to reach the desired outcome?

#### PORTFOLIO OPTION Reflection on Portfolio Selection

Name	School				
Date	Portfolio Selection	1	2	3	(circle one)

Please attach this form to each selection or piece of evidence in support of your Area of Inquiry. You must select a minimum of three pieces of evidence for your portfolio and complete this reflection page for each piece of evidence. Evidence may include student work, lesson plans, an observation form, formative or summative assessments, etc. All evidence and completed reflection forms should be completed by **April 15.** 

What does this selection show about progress in your Area of Inquiry?

What will be your next steps? Improvements? Or New Strategies?

WALNUT CREEK SCHOOL DISTRICT
------------------------------

	Evaluation Summary Date	
Focus Question	STP	Portfolio
	(Standards for the Teach	ing Profession)
Satisfactory	Needs Improvement	Unsatisfactory
luatee Da	te Evaluator	Date

## WALNUT CREEK SCHOOL DISTRICT PROFESSIONAL EVALUATION REPORT <u>FOCUS QUESTION</u>

Secti 1. Star	le Level/Subject tion A – To be com ndard for the Teacl cus question:	<u> </u>		School	
1. Star	ndard for the Teacl	<u> </u>			
		hing Profession:			
<b>2.</b> For	cus question:				
I					
	hat student outcom				
4. Wh	nat will I do in orde	er to reach the de	esired outcome?		
Evalua	tee	Date	Evaluator		Date
Sect	tion B – To be com	pleted by April	15		
5. WI	hat evidence is the	re that I achieved	d my goals?	fract atud	art learning? What did I learn
	alyzing the data, ol		s that I implemented at is, analyzing student w Evaluator		ent learning? What did I learn Date

Additional pages may be added if necessary

# Appendix II

## WALNUT CREEK SCHOOL DISTRICT

	Evaluation Summary Date		
Focus Question	STP	Portfolio	
	(Standards fo	or the Teaching Profession)	
Satisfactory	Needs Improvement	Unsatisfactory	
luatee	Date Evaluator_	Date	

72

#### **Appendix III**

#### WALNUT CREEK SCHOOL DISTRICT AFFIDAVIT OF DOMESTIC PARTNERSHIP

Employee:		Date of Birth:
Non-Employee	(print full name)	
Domestic Partner:		Date of Birth:
	(print full name)	

We, the above named individuals, state that:

- We share the same place of residence, and we intend to continue to do so indefinitely. The current residence address is: . We are both 18 years of age or older and are capable of consenting to the domestic partnership; and neither of us is married or has another domestic partner. We are not related by blood in a way that would prevent us from being married to each other in this state.
- We have been living together as a couple in the same household for at least six months, and neither of us has had a different partner less than six months before the date of this affidavit.
- We share the common necessities of life and by signing this Affidavit for enrollment of a domestic partner in the Walnut Creek School District's medical plan, we agree that we both are jointly economically responsible to third parties for the common necessities of life, defined as food, shelter, and medical care, and this shall remain the case for expenses incurred during the period that the non-employee domestic partner is covered by the Walnut Creek School District.
- Each of us agrees to immediately notify the Walnut Creek School District within 30 days in writing if there is any change of circumstances attested to in this Affidavit.
- Each of us understands that, if either of us has made a false statement regarding his or her qualifications as a domestic partner or has failed to comply with the terms of this Affidavit, and the Walnut Creek School District suffers any loss thereof, the Walnut Creek School District may bring civil action against either or both of us to recover its losses, including reasonable attorney's fees and court costs.
- We understand that willful falsification of information contained in this Affidavit may result in our termination of enrollment by the health care plan.
- Each of us understands that in addition to the eligibility requirements of the Walnut Creek School District for domestic partner coverage, there are terms and conditions of coverage set forth in the service agreement of each health care plan offered through the Walnut Creek School District. Each of us acknowledges that, depending on the health care plan we select, the applicable service agreement may include, but is not limited to: (1) a requirement that each of us arbitrate any and all claims, including malpractice claims, against the health care plan we choose and its related organizations and providers; and (2) the right of the health care plan to terminate coverage on the grounds set forth in service agreement, including but not limited to termination of coverage due to fraud or misrepresentation of eligibility. By executing this Affidavit, each of us agrees to be bound by the terms and conditions of coverage of the care plan selected as set forth in the applicable service agreement, including the arbitration clause, if any.

Each of us declares, under penalty of perjury, that the assertions in this Affidavit are true and correct to the best of our knowledge.

Signature of Employee:	Date:
Signature of Non-Employee Domestic Partner:	Date:

#### NOTARIZATION IS REQUIRED

State of California County of Contra Costa

\_\_\_\_\_\_, before me,\_\_\_\_\_\_, personally appeared \_\_\_\_\_\_ and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the above affidavit and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the affidavit executed the affidavit.

Signature of Notary Public

[PLACE NOTARY SEAL HERE]

#### **Appendix IV**

#### WALNUT CREEK SCHOOL DISTRICT COLLABORATION GUIDELINES

#### **Individual Time Definitions**

• Sole discretion of the teacher for use of planning time, preparing lessons, research, consult with a coach, parent emails/calls.

#### **Grade Level/Department Collaboration Definition**

• Professional learning time as a grade level, department, cross grade level teams with a focus on instruction, student work and data with a possible consult with a district coach.

### Appendix V

#### WALNUT CREEK SCHOOL DISTRICT 2017-2018 CERTIFICATED TEACHERS' SALARY SCHEDULE 187 DAYS CONTRACT YEAR

	l .				1
	0-44 UNITS	45 UNITS	60 UNITS	75 UNITS	
	AB+CREDENTIAL	AB+CREDENTIAL	AB+CREDENTIAL	AB+ CREDENTIAL	
STEP	CLASS IV	CLASS V	CLASS VI	CLASS VII	STEP
1	46,613	48,944	51,595	54,255	1
2	48,944	51,280	53,937	56,596	2
3	50,979	53,617	56,269	58,922	3
4	53,383	55,957	58,607	61,261	4
5	55,647	58,292	60,948	63,599	5
6	57,973	60,625	63,285	65,928	6
7	60,322	62,967	65,609	68,268	7
8	62,653	65,302	67,955	70,597	8
9	64,992	67,639	70,300	72,944	9
10	67,332	69,973	72,634	75,273	10
11		72,312	74,966	77,613	11
12			77,309	79,963	12
13				82,428	13
14				83,983	14
15				85,186	15
16				86,407	16
17				87,646	17
18				88,901	18
19				90,175	19
20				91,467	20
21				92,778	21

Includes 1% ongoing negotiated salary increase for 2017-2018 Board Approved: May 8, 2017

#### 1. Salary Placement.

Certificated personnel are placed on the salary schedule based on acceptable semester units earned from accredited colleges. Minimum requirements for placement on the salary schedule includes a Bachelor Degree and an appropriate California credential. For units earned in excess of the Bachelor's Degree, certificated personnel are assigned salary placement as follows:

Class IV:	Bachelor's Degree and valid California teaching credential	0 - 44 Units
Class V:	Bachelor's Degree and valid California teaching credential	45 - 59 Units
Class VI:	Bachelor's Degree and valid California teaching credential	60 - 74 Units
Class VII:	Bachelor's Degree and valid California teaching credential	75 + Units

2. Experience Credit.

For certificated personnel entering the District, experience credit will be granted for salary placement as follows:

One year's experience	Step 2
Two years' experience	Step 3
Three years' experience	Step 4
Four years' experience	Step 5
Five years' experience	Step 6
Six years' experience	Step 7
Seven years' experience	Step 8
Eight years' experience	Step 9
*Nine years' experience	Step 10
*Ten years' experience	Step 11

\*These final two steps are used at Superintendent's discretion.

Certificated personnel who previously resigned from the Walnut Creek School District and are re-employed by the District, also shall be granted experience credit for all completed years of prior service in the District.

#### 3. Professional Growth.

Each employee is responsible for tracking their professional growth hours on the Professional Growth Tracking Form. The district is responsible for tracking all accumulated committee meetings which qualify for professional growth hours. The Education Services Department will disseminate a complete list of all accumulated hours by June 30.

#### 4. Advanced Degrees.

The District encourages the improved professional status of advanced degrees. Certificated personnel holding Masters' Degrees will receive an additional stipend to the position on the salary schedule. Certificated personnel holding a Doctorate will receive an additional stipend to their position on the salary schedule. An individual receiving the stipend for a Doctorate cannot also receive the stipend for a Master's Degree. See Appendix IV.

#### 5. National Board Certification.

Teachers who receive National Board Certification will receive an additional stipend added to their position on the salary schedule. This will be in addition to any advanced degree stipend. See Appendix IV.

#### **Criteria for Selection of Support Providers**

Support Providers need to have:

- a California Teaching Credential.
- a minimum of 3 years successful teaching experience.
- an understanding of the developmental needs of Beginning Teachers.
- effective interpersonal and communication skills.
- knowledge of best instructional practices.
- knowledge of and experience with formative assessment strategies and measures (completion of CFASST Training is required).
- a willingness and commitment to work with Beginning Teachers in response to their needs.
- flexibility and curiosity.
- commitment to professional collaboration.
- a belief in the role of Support Provider as both teacher and learner.
- tolerance for and value of multiple perspectives.
- proximity of work location and on-going availability to the new teacher to make regular meetings possible.
- relevant experience with the BTSA teacher, which may include teaching at the same grade level or teaching the same subject matter.
- a willingness to attend and actively participate in CFASST Training and Consortium events.

#### **Support Provider Responsibilities**

A Support Provider trained in the CFASST process may be selected by the school site administrator or provided by St. Mary's College.

The responsibilities of the BTSA Support Provider will be to:

- develop a sustaining and thoughtful mentoring relationship with a designated Beginning Teacher, characterized by openness, sharing and reflection.
- provide on-site support to the Beginning Teacher, a minimum of one hour per week of guidance, assistance and information that leads the Beginning Teacher to effective professional practice. Support may include referrals to demonstration classrooms for Beginning Teacher visitation, modeling of lessons in the Beginning Teacher's classroom, and assisting the Beginning Teacher with development of lesson plans.
- work with the Beginning Teacher to develop an Individual Induction Plan (IIP) based on the California Standards for the Teaching Profession (CSTP) and assist the teacher in making periodic adjustments to it after receiving feedback from formative assessment.
- participate in the professional development activities for the Support Providers:
  - BTSA and CFASST orientation.
  - CFASST training
  - two after-school CFASST update meetings
  - after-school BTSA meeting
  - BTSA and Colloquium Celebration (optional).
- confer with experienced colleagues, local school leaders as appropriate to assist with Beginning Teacher support.
- conduct at least two formal observations of the Beginning Teacher, including pre and post conferences. (Observation information belongs to the Beginning Teacher who decides how it will be shared, thus maintaining confidentiality).
- communicate questions or concerns about the BTSA District Coordination to the CCCOE BTSA Consortium Coordinator.
- participate in the program evaluation process and comply with consortium reporting procedures.

Support Provider stipend is determined by the annual state budget adoption. See principal for the current stipend amount.

### STIPENDS

The following is a list of stipends for the 2017-2019 school years:

Tip Liaison	\$	1,900	
Tip Mentor (Intern support)	\$	1,500	
Masters	\$	1,200	
PhD	\$	1,400	
National Board	\$	500	
Site Tech team	\$ \$	2000 4000	for elementary for WCI
5 <sup>th</sup> grade camp	\$	500	

#### WALNUT CREEK SCHOOL DISTRICT HEALTH PLAN RATES 2016-2017 Certificated

KAISER HMO- HIGH PLAN				
\$10.00 co-pay	SINGLE	Employee + 1 dep	Employee + 2 or more	
Kaiser Premium	692.62	1385.23	1960.10	
Dental Premium	126.86	126.86	126.86	
Vision Premium	22.28	22.28	22.28	
Total Premium	841.76	1534.37	2109.24	
Current Contribution Cap	650.00	650.00	650.00	
Employee Monthly Out Of				
Pocket	191.76	884.37	1,459.24	

KAISER HMO-LOW PLAN				
** deductibles apply with this option**	SINGLE	Employee + 1 dep	Employee +2 or more	
Kaiser Premium	405.72	811.44	1148.18	
Dental Premium	126.86	126.86	126.86	
Vision Premium	22.28	22.28	22.28	
Total Premium	554.86	960.58	1297.32	
Current Contribution Cap	650.00	650.00	650.00	
Employee Monthly Out Of				
Pocket	0	310.58	647.32	

SUTTER HMO 10 Copay			
		Employee +	Employee +2
	SINGLE	1 dep	or more
Sutter Premium	735.34	1470.77	2044.63
Dental Premium	126.86	126.86	126.86
Vision Premium	22.28	22.28	22.28
Total Premium	884.48	1619.91	2193.77
Current Contribution Cap	650.00	650.00	650.00
Employee Monthly Out Of			
Pocket	234.48	969.91	1,543.77

SUTTER HMO \$20 Copay			
		Employee +	Employee +2
	SINGLE	1 dep	or more
Sutter Premium	723.99	1448.07	2013.08
Dental Premium	126.86	126.86	126.86
Vision Premium	22.28	22.28	22.28
Total Premium	873.13	1597.21	2162.22
Current Contribution Cap	650.00	650.00	650.00
Employee Monthly Out Of			
Pocket	223.13	947.21	1,512.22

Sutter Health Plus (DHMO)	-	-	-
\$2500 Ded, \$20 Copay	SINGLE	Employee + 1 dep	Employee +2 or more
Sutter Premium	592.40	1184.89	1647.26
Dental Premium	126.86	126.86	126.86
Vision Premium	22.28	22.28	22.28
Total Premium	741.54	1334.03	1796.4
Current Contribution Cap	650.00	650.00	650.00
Employee Monthly Out Of			
Pocket	91.54	684.03	1,146.40

# Appendix XI

# WCTA SENIORITY LIST

2016-2017

Status	Date of Hire	Last Name	First Name	Credential
Perm	2/3/1986	Delnista	Michael	Clear Single Subject Life Science Supp Auth Chemistry, CCSD
_				
Perm	9/1/1986	Rohan	Victoria	Clear Multiple Subject, CCSD
Perm	9/1/1987	McIntosh	Lydia	LIFE Multiple Subject, Clear Single Subject Social Science, CCSD
Perm	9/1/1987	Metro	Cheryl	Clear Multiple Subject Supp Auth Math, CLAD
Perm	9/8/1987	Boyko	Nicole	Clear Multiple Subject Supp Auth English, CCSD
Perm	9/1/1988	Smit	Alida	Clear Multiple Subject, Clear Specialist Instruction Learning Handicapped, CCSD (.50
Perm	9/1/1989	Babbitt	Carol	Clear Multiple Subject, CCSD
Perm	9/1/1989	Weldele	Linda	Clear Multiple Subject CLAD
Perm	8/30/1990	Ноу	Brad	LIFE Single Subject PE, Supp Auth US History, CA History, Intro Social Science CLA
Perm	8/30/1990	Krug	Julie	Clear Multiple Subject Supp Auths French, English Clear Single Subject: English, Intro
Perm	8/30/1990	Ellis	Julie	Clear Multiple Subject, CCSD
Perm	8/28/1991	Aronsen	Wendy	Clear Single Subject- Home Economics, Supp Auth Intro Math, CCSD
Perm	8/28/1991	McIntosh	Carolyn	Clear Multiple Subject, CCSD (.50 on leave)
Perm	9/1/1992	Freeman	Stacy	Clear Multiple Subject, Clear Specialist Authorized Reading, CCSD
Perm	9/8/1992	Bean	Jennifer	Clear Multiple Subject, CCSD
Perm	9/1/1993	Siegel	Alan	Clear Multiple Subject, CLAD
Perm	9/1/1993	Stewart	Kari	Clear Multiple Subject, Clear Single Subject Life Science, CCSD
Perm	9/1/1994	Allen	Devon	Clear Multiple Subject, CCSD
Perm	9/1/1994	Wolf	Tarie	Clear Single Subject Math, CCSD
Perm	12/7/1994	Loving	Jeff	Clear Multiple Subject Supp Authorization PE, CLAD
Perm	1/30/1995	Milani	Lorna	Clear Multiple Subject, CCSD
_				
Perm	8/25/1995	Adams	Christine	Clear Multiple Subject, CLAD
Perm	8/25/1995	Goodness	Lyn	Clear Multiple Subject Supp Auth Mathematics, General Science, CCSD
Perm	8/25/1995	Hamilton-Brown	Leslie	Clear Multiple Subject, Emergency CLAD
Perm	8/25/1995	Pattison	Shelley	LIFE-Multiple Subject BCLAD
Perm	8/25/1995	Weyand	Renee	Clear Multiple Subject Supp Auth Mathematics, CCSD
Perm	8/25/1995	Wondolowski	Anne	Clear Multiple Subject Supp Auth Physical Education, CCSD
Perm	8/25/1995	Young	Claudia	Clear Multiple Subject, CCSD
Perm	8/25/1995	Tuholski	Margaret	Clear Multiple Subject CLAD
Perm	11/1/1995	Nelson-Burnap	Patricia	Clear Multiple Subject, CLAD
Perm	9/1/1996	Duggan	Laura	Clear Multiple Subject, CLAD, Cert of Elig-Admin Services
Perm	9/1/1996	Hauge	David	Clear Multiple Subject, Clear Specialist Severely Handicapped, CCSD
Perm	9/1/1996	Malton	Steve	Clear Multiple Subject, Supp Auth: Art, CLAD
Perm	9/1/1996	Smith	Krista	Clear Multiple Subject
Perm	9/1/1996	Fournier	Joan	Clear Multiple Subject CLAD
Perm	8/29/1997	Dumont	Cheri	Clear Multiple Subject CLAD
Perm	8/29/1997	Sauve	Petra	Clear Multiple Subject CLAD
Perm	8/29/1997	Watkins	Bonnie	Clear Multiple Subject, CLAD
Perm	8/29/1997	Torkelson	Alison	Clear Multiple Subject Supp Auths English & Math CLAD (.33 on leave)
Perm	8/29/1997	Argabright	Celia	Clear Multiple Subject, Supp Auth: Intro Art, CLAD
Perm	8/29/1997	Rathert	Paula	Clear Multiple Subject, Reading Certificate, CLAD
Perm	4/28/1998	Riordan	Timothy	Clear Multiple Subject CLAD
Perm	8/25/1998	Dias	Diane	Clear Multiple Subject CLAD Supp Auth Math & English
Perm	8/25/1998	Kern	Lisa	Clear Single Subject Physical Education CLAD
Perm	8/25/1998	Philips	Patrick	Clear Single Subject Physical Education CLAD

		T	I	
Perm	8/25/1998	Wikander	Janet	Clear Multiple Subject CLAD
Perm	9/30/1998	Davis	Kirsti	Clear Multiple Subject CLAD Supp Auth Mathematics (.33 on leave)
Perm	10/12/1998	Reisfelt	Susan	Clear Single Subject English CLAD
Perm	8/27/1999	Banfield	Margery	LIFE Multiple Subject BCLAD
Perm	8/27/1999	Blank	Michele	Clear Multipl Subject CLAD
Perm	8/27/1999	Wagner	Dayna	Clear Multiple Subject w/EL, Pupil Personnel: School Counseling (.80 on leave)
Perm	8/27/1999	Hurd	Brendan	Clear Multiple Subject Supp Auths English, Social Science CLAD
Perm	8/27/1999	Hetzleberger	Karen	Clear Multiple Subject Supp Authorization Art w/EL
Perm	8/27/1999	McClelland	Diane	Clear Multiple Subject w/EL
Perm	8/27/1999	Muniz	Lisa	Clear Multiple Subject Supp Authorization Science CLAD
Perm	8/27/1999	Wolff	Colleen	Clear Multiple Subject w/EL
Perm	8/27/1999	Hurd	Jennifer	Clear Multiple Subject CLAD (.50 on leave)
Perm	8/27/1999	Kuhn	Debra	Clear Multiple Subject CLAD
Perm	8/31/1999	Winhall	Michael	Clear Multiple Subject CLAD
Perm	8/23/2000	Halupka	Jessica	Clear Multiple Subject Supp Auth: English CLAD
Perm	8/23/2000	Montgomery	Kimberlee	Clear Multiple Subject CLAD
Perm	10/31/2000	Farwell	Kathleen	Clear Multiple Subject CLAD (.50 on leave)
Perm	8/23/2001	Ahmed	Tina	Clear Multiple Subject CLAD
Perm	8/23/2001	Albaugh	Barbara	Clear Multiple Subject w/EL, Supplementary English and Social Science
Perm	8/23/2001	Childers	Marc	Clear Multiple Subject CLAD, Supp Auth Biological Sciences
Perm	8/23/2001	Schultz	Tamara	Clear Multiple Subject, Supp Auth: English, CLAD
Perm	8/23/2001	Gregory	Maria	LIFE Multiple Subject CLAD
Perm	8/23/2001	Levinthal	Lisa	Clear Multiple Subject w/EL, Supp Auth English
Perm	8/23/2001	Fong	Tiffany	Clear Clinical or Rehabilitative Services Language, Speech & Hearing (.20 on leave)
Perm	8/28/2001	Crane	Kim	Clear Multiple Subject CLAD
Perm	9/4/2001	Seeman	Carol	Clear Multiple Subject, LDS
Perm	8/23/2002	Craik	Julie	Clear Multiple Subject CLAD
Perm	8/23/2002	Noel	Summer	Clear Multiple Subject
Perm	8/19/2004	Cerruti	Stacy	Clear Multiple Subject CLAD
Perm	8/19/2004	Sosnowski	Stefanie	Clear Multiple Subject CLAD
Perm	8/19/2004	Gates	Sue	Clear Multiple Subject w/EL
Perm	8/19/2004	Santos	Lisa	Clear Multiple Subject CLAD
Perm	8/19/2004	Schoonmaker	Monica	Clear Multiple Subject CLAD
Perm	8/19/2004	Wolfe	Diane	Clear Multiple Subject CLAD, Clear Specialist Instruction Learning Handicapped
Perm	8/17/2005	Deshazo	Holly	Clear Multiple Subject CLAD, Ed Specialist Level II Moderate/Severe
Perm	8/17/2005	Ensley	Elizabeth	Clear Multiple Subject CLAD
Perm	8/17/2005	Espana	Heather	Clear Multiple Subject CLAD, Special Preliminary Early Childhood Education (.50 on
Perm	8/17/2005	Fuller	Elizabeth	Clear Multiple Subject EL Authorized (.50 on leave)
Perm	8/17/2005	Pollak	Deborah	Clear Multiple Subject CLAD
Perm	8/17/2005	Zigas-Brown	Rita	Clear Single Subject Music CLAD
Perm	8/17/2005	Tullus	Colleen	Clear Multiple Subject CLAD (.20 on leave)
Perm	8/17/2005	Mc Andrew	Oonagh	Clear School Nurse Services
Perm	8/19/2005	Palmquist	Jana	Clear Multiple Subject CLAD
Perm	9/6/2005	King	Kevin	Clear Multiple Subject CLAD
Perm	8/16/2006	Adcox	Jeanine	LIFE- Multiple Subject CLAD
Perm	8/16/2006	Hesse	Courtney	Clear Multiple Subject El Authorized
Perm	8/16/2006	McLucas	Karen	LIFE- Multiple Subject CLAD
Perm	8/16/2006	Sanderson	Jennifer	Clear Multiple Subject, CLAD
Perm	8/16/2006	Hare	Lisa	Clear Multiple Subject Supp Auth Home Economics, EL Authorized
Perm	8/17/2006	Eiler	Marcia	Clear Multiple Subject, CLAD
Perm	8/23/2007	Carson	Erin	Clear Multiple Subject w/EL
Perm	8/23/2007	Choy	Kirsten	Clear Multiple Subject, Supp Auth English, CLAD
	8/23/2007	Marks	Laura	LIFE Single Subject Music CLAD
Perm	0/20/2007			
Perm	8/23/2007	Muraoka	Doris	Clear Educational Specialist, Clear Multiple Subject Supp Auth Science, CLAD

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Perm	10/19/2007	Reese	Robin	Clear Multiple Subject w/EL
Perm	8/31/2009	Durham	Kelli	Clear Mult Subject; Clear Specialist Instr Learning Handicapped; CLAD
Perm	8/23/2010	Stabb	Janelle	Clear Multiple Subject w/EL (.40 on leave)
Perm	8/23/2010	Wilson	Kerry	Clear Multiple Subject w/EL
Perm	8/23/2010	Gonsalves	Ruth	Clear Multiple Subjects CLAD (.50 on leave)
Perm	8/23/2010	Holmes	Alexis	Clear Multiple Subject w/EL
Perm	8/24/2010	Forette	Brittany	Clear Multiple Subject El Authorized
Perm	8/24/2010	На	Bonnie	Clear Multiple Subject w/EL
Perm	8/17/2011	Ursu	Royce	Clear Educational Specialist: M/M w/EL
Perm	8/18/2011	Campbell	Stephanie	Clear Multiple Subject Emergency CLAD
Perm	8/18/2011	Sarica	Elizabeth	Clear Multiple Subject CLAD
Perm	8/18/2011	Pitney	Erica	Clear Multiple Subject CLAD
Perm	8/18/2011	Rosenstrauch	Brittany	Clear Multiple Subject CLAD
Perm	8/18/2011	Sanderson	Nicole	Clear Multiple Subject w/EL
Perm	8/18/2011	Robinson	Tara	Clear Multiple Subject w/EL
Perm	8/18/2011	Matilla	Shawna	Clear Multiple Subject WEL
Perm	8/18/2011 8/19/2011	Fetterhoff-Bacci	Sarilynn	Clear Multiple Subject; CLAD
Perm	8/19/2011	Santos-Ong	Evangeline	Clear Multiple Subject w/EL
Perm	8/19/2011	Thomas	Janet	Clear Multiple Subject WEL
Perm	9/16/2011	Kahangi	Gitta	Clear Single Subject Business, Intro Mathematics w/CLAD
Perm	8/16/2012	Carman	Amy	Clear Educational Specialist: M/M w/CLAD
Perm	8/17/2012	Wherritt	Megan	Clear Multiple Subject w/EL (.50 on leave)
Perm	8/17/2012	Dix	Samuel	Clear Multiple Subject W/EL
Perm	8/17/2012	Gould	Marci	Clear Multiple Subject w/EL
Perm	8/17/2012	Zazulak	Rebecca	Clear Multiple Subject w/EL
Perm	8/17/2012	Worthington	Karen	Clear Multiple Subject, CLAD
Perm	8/17/2012	Nelson	Liza	Clear Multiple Subject, CLAD
Perm	8/17/2012	Harrison	Kylie	Clear Multiple Subject, CLAD
Perm	8/17/2012	Wrightson	Jane	Clear Multiple Subject w/EL
Perm	8/17/2012	Murray	Cristina	Clear Multiple Subject w/EL (.06 on leave)
Perm	8/27/2012	Villalba	Rachel	Clear Level II Educational Specialist: Mild/Mod; Clear Multiple Subject w/EL
Perm	8/23/2013	Freed	Julianna	Clear Single Subject English, CLAD
Perm	8/23/2013	Bockser	Kellianne	Clear Multiple Subject w/EL
Perm	8/23/2013	Campbell	Lauren	Clear Multiple Subject w/EL
Perm	8/23/2013	Clark	Christie	Clear Multiple Subject w/CLAD
Perm	8/23/2013	Tatum	Shauna	Clear Multiple Subject, CLAD
Perm	08/23/2013	Thompson	Maria	Clear Multiple Subject, CLAD
Perm	08/23/2013	Wampler	Kimberly	Clear Multiple Subject, CLAD
Perm	08/23/2013	Ecklund	Christina	Clear Multiple Subject Supp Auth: Industrial Arts w/EL
Perm	08/23/2013	Adams	Myra	Clear Single Subject Physical Education, CLAD
Perm	08/23/2013	Shargel	Kristine	Clear Single Subject Spanish, Supp Auth PE and Literature w/CLAD
Perm	08/23/2013	Dippo	Lisa	Clear Education Specialist Mild/Mod Auth: Autism Spectrum Disorder, CLAD
Prob II	08/23/2013	Steuer	Linda	Clear Clinical/ Rehabilitative Services Language, Speech & Hearing, CLAD
Perm	08/23/2013	Smith	Nancy	Clear Multiple Subject, Reading Certificate, CLAD
Perm	09/11/2013	Boone	Willow	Clear Multple Subject w/EL
Perm	02/10/2014	Dubinsky	Leah	Clear Single Subject Health Science, Biological Science w/EL, Clear Admin Srvcs
Perm	2/10/2014	Foster	Emily	Clear Pupil Personnel Services: School Counselor (.33 on leave)
Perm	08/22/2014	Watkins	Alicia	Preliminary Multiple Subject w/EL
Perm	08/22/2014	Zilinek	Allison	Preliminary Multiple Subject w/EL
Perm	08/22/2014	Gutnik	Maggie	Preliminary Multiple Subject Supp Auth: Intro English, Intro Music w/EL
Perm	08/22/2014	O'Neil	Katelyn	Preliminary Multiple Subject w/EL
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Dorm	08/22/2014	Elliott	Julie	Clear Multiple Subject, CLAD
Perm	08/22/2014			
Perm	08/22/2014	Lasky	Kelly	Clear Multiple Subject, w/EL
Temp Perm	08/22/2014 08/22/2014	Parrish Urmson	Jeffery Ashlee	Life Standard Elementary, Supp Auth Biological Science, CCSD Clear Educational Specialist Early Childood Ed, Mild/Mod Auth Austic Spectrum Disc
Perm	08/25/2014	Foster	Nancy	Clear Multiple Subject w/CLAD
Perm	08/25/2014	Kniss	Kathryn	Preliminary Multiple Subject w/EL
	09/02/2014	Matteucci	Alicia	
Perm				Clear Rehabilitative Services Language, Speech & Hearing
Perm	10/13/2014	Hawkins	Janis	Clear Education Specicalist Mild/Mod Auth: Autism Spectrum Disorder w/EL
Perm	10/29/2014	Kawahara	Patricia	Clear Multiple Subject wEL, Clear Administrative Services, Clear Child Development
Prob II	04/06/2015	Vu	Virginia	Clear Multiple Subject w/EL, Clear Education Specialist Mild/Mod, Limited Assign Ea
Prob II	08/24/2015	Harrington	Jenelle	Clear Multiple Subject w/EL
Prob II	08/24/2015	Klein	Ana	Clear Multiple Subject Level I Education Specialist Mild/Mod w/EL
Prob II	08/24/2015	Mooers	Pamela	Clear Multiple Subject w/ BCLAD
Prob II	08/24/2015	Plurkowski	Katharine	Clear Multiple Subject, CLAD
Prob II	08/24/2015	Asch	Katherine	Clear Multiple Subject w/EL
Prob II	08/24/2015	Cota	Victoria	Preliminary Multiple Subject w/EL
Prob II	08/24/2015	Dowell	Jenni	Preliminary Multiple Subject, CLAD
Prob II	08/24/2015	Engeldinger	Priscilla	Clear Multiple Subject w/EL
Prob II	08/24/2015	Mueller	Erin	Preliminary Multiple Subject, Emerg CLAD
Prob II	08/24/2015	Gan	Taoming	Cl Single Subject Mandarin w/EL
Prob II	08/24/2015	Bartel	Michael	Preliminary Multiple Subject, Limited Assignment Single Subject Science w/EL
Prob II	08/24/2015	Giangregorio	Kristen	Preliminary Single Subject English, Intro Art, w/EL, Limited Assignment Social Science
Prob II	08/24/2015	Ress-Nathans	Mikhail	Preliminary Single Subject Physical Education w/EL
Prob II	11/2/2015	Oliner	Kristen	Clear Multiple Subject, Supp Auth: Computer, Concepts & Applications w/CLAD
Temp	08/18/2016	Baez	Ruthe	Clear Multiple Subject w/EL
Temp	08/18/2016	Coleman	Marianne	Clear Education Specialist Learning Handicapped, Added Auth: Resource, Life Standar Subject - History, P.E., CLAD
Temp	08/18/2016	Constantin	Michael	Clear Pupil Personnel Services: School Counselor, Clear Single Subject - Health Science
Temp	08/18/2016	DeLuca	Beth	Clear Single Subject - English, Social Studies, CLAD
Temp	08/18/2016	DeJesus	Carmen	Preliminary Multiple Subject w/EL
Temp	08/18/2016	Dimitriou	Kara	District Intern Permit Education Specialist Mild/Mod w/EL
Temp	08/18/2016	Ernst	Linda	Clear Clinical or Rehabilitative Services Language, Speech & Hearing
Temp	08/18/2016	Fawcett	Gabrielle	Clear Multiple Subject w/El, Clear Reading Certificate
Temp	08/18/2016	Jacobson	Casandra	Clear Education Specialist Mod/Severe, w/EL
Temp	08/18/2016	Kenny	Victoria	Clear Pupil Personnel Services: School Counselor, Clear Single Subject - Social Science Mild/Mod, CLAD
Temp	08/18/2016	Krauth	Rebecca	Preliminary Multiple Subject, w/EL
Temp	08/18/2016	Manful	Heather	Clear Multiple Subject, CLAD
Temp	08/18/2016	Manuel	Monica	Clear Multiple Subject, CLAD
Temp	08/18/2016	McCracken	Anne	Clear Education Specialist Mild/Mod, CLAD
Temp	08/18/2016	Myakisheva	Yelena	Preliminary Single Subject Biological Science w/EL
Temp	08/18/2016	Radmanovic	Ljubica	Preliminary Education Specialist - Mod/Severe, w/EL
Temp	08/18/2016	Sylvester	Kate	Preliminary Multiple Subject, Preliminary Education Specialist Mild/Mod, CLAD
Temp	08/18/2016	Valdivia	Yolanda	Clear Multiple Subject Added Auth: English, Spanish, SPTM - Middle 5th-8th, w/EL
Temp	08/18/2016	Weaver	Annelise	Clear Multiple Subject w/EL
Temp	09/06/2016	Benedetto	Brittany	Clear Multiple Subject Added Auth: English, w/EL
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Temp	01/14/2016	Accatino	Steven	Life Standard Secondary Music, Certificate of Staff Development (EL)
Temp	12/01/2016	Miller	Maria	Clear Multiple Subject w/EL
Temp	1/3/2017	Reburn	Sandra	Clear Multiple Subject Added Auth: Computer Concepts, English, Math, CLAD
Temp	1/3/2017	Berry	Lisa	Clear Multiple Subject w/EL
Temp	1/23/2017	Shalin	Kathleen	Preliminary Nursing Credential

