

# Agreement

between

Western Placer Unified School District

and the

Western Placer Teachers Association

July 1, 2022 - June 30, 2025

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## **ARTICLE I: AGREEMENT**

1. The Articles and provisions contained herein constitute a bilateral and binding agreement between the Western Placer Unified School District (hereafter "District") and the Western Placer Teachers Association (hereafter "WPTA" or "Association"). Any outstanding re-openers will be included in successor contract negotiations.
2. The term of this agreement is July 1, 2022 to June 30, 2025. During the term of this agreement, two (2) articles as determined by each party may be reopened each of the three years.
  - a. Employee Benefits (Article XIV) and Salaries (Article XIII) shall be reopened during each year of this three (3) year agreement, starting in the 2022-23 school year, and it shall not count against either party as any of their reopeners.
  - b. Leaves (Article VIII) and Certificated Personnel Evaluations (Article XII) shall be reopened during the 2022-2023 school year, and it shall not count against either party as any of their reopeners.
3. Upon mutual agreement of both parties, any portion of the contract may be amended.
4. The parties acknowledge that, if a successor agreement is not negotiated by June 30, 2025, each shall be bound by the terms of the expired contract until completion of the statutory impasse procedures set forth in the Educational Employment Relations Act.
5. It is the intent and desire of both parties to this agreement to meet on an ongoing and as needed basis with the goal of maintaining open and clear lines of communication to:
  - a. Minimize contract interpretation misunderstanding
  - b. Monitor contract implementation
  - c. Prevent and resolve problems
6. Upon the mutual agreement of both parties any portion of this contract may be amended to further the above stated goals.

## **ARTICLE II: RECOGNITION**

1. The District recognizes the Association as the exclusive representative for all certificated employees excluding those employed as:

- Management
- Supervisory
- Psychologist
- Confidential
- Substitute teachers
- Certificated consultants
- Adult Education
- Summer school teachers not employed in the regular school year
- Horizon Instructional System employees

### **ARTICLE III: DISTRICT RIGHTS**

1. 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 but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times of operation; 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; determine the curriculum; determine budgetary allocation; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, assign, evaluate, promote, terminate, and discipline employees.
2. The exercise of the foreign powers, rights, authority, duties, and responsibilities by and 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 expressed terms of this Agreement, and then only to the extent such specific and expressed terms are in conformance with law.

#### **ARTICLE IV: NEGOTIATION PROCEDURES**

1. On or before November 15 of the school year in which the agreement expires, both parties shall meet and negotiate in good faith on negotiable items. The agreement reached between the parties shall be reduced to writing and signed by them.
2. Negotiations shall take place at mutually agreeable times and places and upon request in writing, a meeting shall take place within five (5) work days.
3. The Association shall designate no more than six (6) representatives who shall be granted reasonable release time for purposes of negotiating successor agreements. One of the six representatives may attend negotiations sessions at the expense of the Association. Efforts will be made in scheduling of negotiations to equalize District release time and teachers' non-work time spent in negotiation sessions.
4. After signing a Tentative Agreement, the chief negotiators and/or designees from the District and the Association shall meet to discuss the presentation of the agreement to the Board and general membership of the Association.

## **ARTICLE V: PRIVILEGES OF EMPLOYEE ORGANIZATION**

Recognized certificated employee organizations may have the following privileges:

1. The exclusive representative of certificated personnel has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, the selection of textbooks, and those matters which pertain directly to teacher methods to the extent such matters are within the discretion of the public school employer under public law. All matters not specifically enumerated are reserved to the public school employer and nothing herein may be construed to limit the right of the public school employer to consult with any employees or employee organization on any matter outside the scope of representation.
2. Use of the school buildings for meetings without charge, subject to rules and regulations listed below:
  - a. Staff meetings and regular work time may not be taken for organizational business. (However, short announcements may be made at meetings if approved by the principal.) Recognized employee organization meetings shall be held separately from staff meetings allowing for a brief interval between such meetings. All such meetings shall be held after students are dismissed from class, providing employee contractual obligations covered in the employee job description have been met and approval for use of the facility has been obtained from the principal.
  - b. School facilities may be used for general meetings if there is no conflict with other official school use and upon proper notification. Any and all such general meetings shall be cleared and approved by site administration.
  - c. Organization business shall not be conducted when employees are performing their duties in the operation of the District except where prior approval has been extended by the District Superintendent or his designated representative. Official representatives of recognized employee organizations shall report to the administrative office before visiting any employee(s) on the premises of the school District building during the hours when school is in session.
3. Use of the District equipment is subject to the regulations listed below:
  - a. School equipment may be used for organization business if there is no conflict with other official school use and upon proper notification. Approval of school use of equipment shall be obtained prior to use.

- b. Use of school equipment for organization work shall take place after students are dismissed from class, providing employee contractual obligations covered in the job description have been met.
  - c. Long distance telephone calls shall be paid for by the employee organization.
  - d. Supplies will be furnished by the organization, or purchased from the District.
- 4. Recognized employee organizations shall be entitled to the use of official staff bulletin boards subject to the rules and regulations listed below:
  - a. One or more bulletin boards in each school or building will be designated by the principal as staff bulletin boards.
  - b. Upon posting, a copy of the communication shall be furnished to the principal.
- 5. Recognized employee organizations shall be entitled to place short notices in the official daily bulletins of the schools upon approval of the school principal.
- 6. It shall be the practice of the District to permit the use of the school district mail by recognized employee organizations subject to the rules and regulations listed below:
  - a. The matter or material to be distributed shall relate to employer/employee relations, or the instructional program of the District, the teaching profession locally, statewide, or nationally, and notices regarding recognized meetings.
  - b. A copy of any bulk communications for general distribution shall be sent to the principal of each school where the communication is distributed.
  - c. Individual staff members who do not wish to have materials placed in their mailboxes should advise the appropriate employee organization accordingly. Organizations shall honor such requests.
  - d. Surveys conducted by employee organizations, which require use of office staff time, must be approved by the Superintendent or his designated representative in advance.
- 7. Names, addresses and telephone numbers of all District bargaining unit members will be provided without cost to the Association by October 15 of each school year.
- 8. Payroll deductions shall be permitted for dues to recognized employee organizations, medical plans, and other bulletins in accordance with provisions of the policies of the Board of Trustees.

9. Priority for Association business will be reserved on each Wednesday after formal classes.
10. Procedure for introducing new board policies: board policies will be submitted to the Association for review. Board policies submitted to the Board will be introduced at the first board meeting as a public reading.
11. It will be the responsibility of the Association to review Board policies and approve or negotiate any change before the policy is adopted at subsequent Board meetings. Should there be disagreement, the policy may be carried over until the third Board meeting, at which time agreement will be reached; otherwise the Board will make the final decision.

## ARTICLE VI: GRIEVANCE PROCEDURES

### DEFINITION OF TERMS

1. Grievance means a formal written complaint alleging that there has been a violation, misapplication, or misinterpretation of this Agreement.
2. Teacher means any employee who is included in the appropriate unit as defined in Article 11.
3. A Working Day means any day in which the central administrative offices of the Western Placer Unified School District are open for business.
4. A supervisor means an administrator having immediate jurisdiction over the employee who is filing the grievance.
5. Grievant means a teacher, a group of teachers, or the Association asserting a grievance. The Association means the president or the president's designated representative.
6. Part of Interest means a teacher who might be required to take action or against whom action might be taken in order to resolve a grievance.
7. Professional representation is defined as a bargaining unit member, local, state, or national association representative, and/or legal representative.

### PURPOSE

1. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to the grievance, which may from time to time arise. Both parties agree that these proceedings will be kept informal and as confidential as possible.
2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor, and to have the grievance adjusted without intervention by any certificated employee organization or group, provided that the adjustment is not inconsistent with this contract.
3. At any formal level, the grievant shall be entitled to professional representation of his/her choice as defined in A7.

### PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the timetable specified at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. 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, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.



a. Informal Level

- i. Before filing a formal grievance, the grievant will attempt to resolve it by an informal conference with his/her immediate supervisor directly, with a representative, or through a representative of his/her choice. The grievant will identify this informal conference/meeting in writing by completing Appendix J.

b. Formal Level

i. Level I

1. Within sixty (60) calendar days of the grievant's knowledge of an occurrence of an act or omission giving rise to the grievance, the grievant must submit a Grievance Report Form (Appendix J) to his/her immediate supervisor and the Association.
2. The administrator shall communicate his/her decision to the grievant and the Association in writing within five (5) working days after receiving the grievance. Within the above time limits either party may request a personal conference.

ii. Level II

1. If a grievant is not satisfied with the decision at Level I or no written decision has been rendered within five (5) working days, the grievant may resubmit his/her grievance in writing within five (5) working days to the Superintendent and the Association.
2. Within five (5) working days after receipt of the Grievance Report Form by the Superintendent, the Superintendent or his designee will meet with the grievant and, upon request of the grievant, any bargaining unit member, local, state, or national association representative, and/or legal representative.

iii. Level III

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, he/she may, within ten (10) working days after a decision by the Superintendent, request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) working days after receipt of the request from the aggrieved person, may submit the grievance to binding arbitration. If any

such question arises as the arbitrability of the grievance, such questions will be ruled upon by the arbitrator.

2. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) working days of the Association's submission of the grievance to arbitration, submission of grievance shall be made to the American Arbitration Association. In any event, the parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the voluntary labor arbitration rules of said Association.
3. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award, such financial reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties to this Agreement.
4. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.
5. No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved person, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

### 3. RIGHTS OF TEACHERS TO REPRESENTATION

- a. A teacher of teachers may be represented at all stages of the grievance procedure by the teachers themselves, or at their option, by anyone they select within their bargaining unit, local, state, or national association representative, and/or legal representative. If an employee is represented by a recognized certificated employee organization, the organization may have the right to be present and to state its views during the grievance procedure.

#### 4. MISCELLANEOUS

- a. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate superior, the grievant may submit such grievance in writing to the Superintendent with all the rights as set forth in LEVEL ONE (I) and the processing of such grievance will be commenced at LEVEL TWO (II).
- b. Decisions rendered at LEVELS ONE (I) and TWO (II) and THREE (III) of the grievance procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest.
- c. Documents dealing with the processing of a grievance shall be filed separately from the personnel file of the employee.
- d. A grievant shall have the following rights:
  - i. To be present at the hearing at any level.
  - ii. To hear testimony on his/her behalf.
  - iii. To give testimony on his/her behalf.
  - iv. To call others to give testimony on his/her behalf.
  - v. To question either personally, through counsel through his/her employee organization representative, any person giving testimony.
- e. The grievant will have the right to representation of his/her choosing. The Association may help to process the grievance through all levels of the grievance procedure until the grievance is resolved with the grievant, if grievant requests.

## **ARTICLE VII: UNIT MEMBER HOURS**

### **UNIT MEMBER WORK DAY**

1. The length of the unit member work day, including preparation time and uninterrupted lunch break, shall not exceed seven and one-half (7 ½) hours.
  - a. The beginning of the work day will be defined as 30 minutes before the start of the school day and may be modified by mutual agreement between the site administrator and the unit member.
  - b. This does not limit the unit member to 7 ½ hours, if the unit member so chooses.
  - c. It is acknowledged that unit members are exempt employees.
  - d. Start and end times for non-teaching unit members, including counselors, nurses, speech and language pathologists, and teachers on special assignment, will be determined by the District and will generally be the same as teaching unit members except for duties outlined in their job descriptions.
  - e. These duties may require working beyond the 7½ hour work day.
2. Student School Day means the amount of time each day students are required to be in school.
  - a. Any deviation to the student regular school day, excluding Early Release, Late Start, and school special event schedules, is to be approved by the majority of the affected unit members, and submitted in writing to the WPTA Bargaining Chair and the District Assistant Superintendent of Personnel Services.
  - b. If additional Early Release or Late Start Days are considered, then the District and the Association shall work together to ensure that contractual hour limits and guidelines are met.
3. Unit member assignments shall determine the beginning and ending time of the unit member's work day at each site.
  - a. The unit member shall spend the work day on campus, except for lunch break, unless permission is given by the principal to leave.
  - b. Unit members will be responsible for work-related activities during the time following the school day until the end of their work day.
  - c. Unit members employed at elementary sites will be excluded from the after school duty schedule for the time between the end of the school day and work day.
  - d. District-paid supplemental instruction may begin before the end of the unit member work day.

### UNIT MEMBER HOURS CHART

Grade	Student School Day		Unit Member Regular Work Day		
	Minimum Student Instructional Minutes Absolute Daily / Daily / Annual <small>per Ed Code: 46111-46114, 46117-46119, 46141-46142, 46145, 46147, 46170, 46201.5, 46206-46208, 46300(e), 48400, 48433, 51745, 51746</small>	Regular School Day	Minutes before School Day	Prep during School day	Minutes after School Day
TK	60/180/36,000	8:15 - 11:20 11:20 - 2:40	30	0	See 6.a.ii
K	60/180/36,000	8:15 - 1:40	30	0	95
1-3	170/230/50,400 10-day average	8:15 - 2:40	30	170 mins weekly	35
4-5	180/240/54,000 10-day average	8:15 - 2:40	30	215 mins weekly	35
1-5 Music/ Science		8:15 - 2:40	30	200 mins weekly	35
6-8*	180/240/54,000 2-day average	8:15 - 2:55	30	At least five (5) unassigned periods weekly	20
9-12	180/240/64,800 2-day average	8:30 - 3:30	30	At least five (5) unassigned periods weekly	0

\*6th grade daily instructional minutes are aligned with grades 4 & 5, and are averaged using a 10-day average

4. Every unit member shall be entitled to one duty-free, uninterrupted lunch break each day.
  - a. The lunch break shall be a minimum of 30 minutes.
  - b. Travel time shall not be required during a unit member's lunch break.

#### TEACHING PERIODS/BLOCKS AND PREPARATION TIME

5. A secondary teaching period is defined as a class between a minimum of 40 continuous minutes and a maximum of 60 continuous minutes and a secondary teaching block is defined as a class between a minimum of 80 continuous minutes and a maximum of 120 continuous minutes.
  - a. No class shall be less than 40 continuous minutes.
  - b. When a unit member's regular work day consists of teaching periods, they will teach no more than five (5) periods daily.
  - c. When a unit member's regular work day consists of teaching blocks, they will teach no more than three (3) blocks daily.
  - d. Any deviation is to be approved by the majority of the affected unit members, including calculation of potential overage amounts, and then submitted in writing to the WPTA Bargaining Chair and the district Assistant Superintendent of Personnel Services.
6. Preparation time is the opportunity for teaching unit members to complete the following activities, including but not limited to: meet with students, conference with parents in person or virtually, collaborate with other educational professionals, plan lessons, grade student assignments, and participate in other professional activities which benefit their assignment, including mutually agreed upon discussions to implement the evaluation process as described in Article XII.
  - a. Preschool and TK-12 teaching unit members shall have the following preparation time during the school day:
    - i. Preschool - at least 170 minutes per week. Preschool shall receive their prep time during their work day.
    - ii. Transitional Kindergarten - The Unit Member Work Day exceeding the 200 minutes student contact time and 100 minutes of additional required teaching duties shall be considered preparation and planning time. This time includes time for required meetings.
    - iii. Extended Day Kindergarten - at least 60 minutes after the school day, except on Early Release Mondays
    - iv. Grades one through three - at least 170-minutes weekly.

1. Additionally, upon request, teaching unit members will be given up to two (2) days of release time yearly during ADA days for PLC-related work.
  2. Dates will be coordinated with site administration and will be dependent upon substitute availability.
  - v. Grades four and five - at least 215 minutes weekly.
  - vi. Elementary teaching unit members providing prep - at least 200-minutes weekly.
  - vii. Grades six through twelve - at least five (5) unassigned periods or blocks weekly.
- b. If the teaching unit member's classroom is used during their preparation period, a suitable preparation area will be decided upon by mutual agreement.
  - c. Teaching unit members shall not be required to travel during their preparation time, unless compensated at the district hourly rate for the time spent traveling.
  - d. When the site principal asks a teaching unit member to substitute for another teaching unit member during the school day, including elementary teaching unit members providing preparation time, it shall be on a voluntary basis paid at the district hourly rate.
  - e. Details for Preschool and Elementary Preparation Time
    - i. No preparation and planning session for preschool or elementary classroom teaching unit members shall be less than 35 minutes in length.
    - ii. No elementary teaching unit member shall have more than two preparation and planning sessions scheduled in one day.
    - iii. When an elementary preparation and planning session is interrupted by a recess in which the teaching unit member is assigned duty, the preparation and planning teaching unit member or another school employee shall stand duty for the assigned teaching unit member.
    - iv. Preparation time provided by the library shall commence no later than the fourth (4th) student day.
    - v. All other preparation time will commence on the first student day.
    - vi. A minimum day schedule will be developed to provide preparation time for all teaching unit members normally scheduled to receive preparation time that minimum day.
      1. The minimum day schedule, as well as Early Release or Late Start schedules, may not follow the parameters of VII.6.a.i-vii.
  - f. Whenever possible, a co-teaching team will be scheduled with a common preparation period.

- i. If co-teachers cannot be scheduled with common prep, co-teachers shall coordinate with administration to allocate time for co-teachers to plan together.
  - ii. District approved planning time beyond the work day will be paid at the district hourly rate.
- g. Teaching on your Preparation Period (aka Prep Buyout)
  - i. Teaching unit members shall not be assigned to teach during their preparation time except as outlined below.
  - ii. If requested by the District, a teaching unit member may agree to teach during their preparation period.
    - 1. The teaching unit member will be compensated an additional percent of the unit member's current salary: 16.7% if teaching 6 periods in a 6 period schedule, 12.5% if teaching 7 blocks in an 8 block schedule.
      - a. The teaching unit member shall not receive the additional compensation for an absence exceeding 20 consecutive days.
    - 2. Such additional contract shall not increase the teaching unit member's base assignment and may be renewed only by mutual consent of the teaching unit member and the District.
    - 3. A teaching unit member who agrees to teach an additional period shall not be docked additional time for sick leave, personal necessity, etc.
    - 4. From the available pool of teaching unit members, these periods/blocks will be offered first to full time permanent teaching unit members based on credential, current assignment, and subject experience in order to prevent campus scheduling disruptions.
    - 5. Probationary teaching unit members will only be offered the additional period/block if no full-time, available, and qualified permanent teaching unit members accept the extra period/block.
    - 6. A maximum of one additional period/block may be mutually agreed upon.

#### UNIT MEMBER MEETINGS AND EXTRA CURRICULAR DUTIES

- 7. The District may require site-based unit members to attend two after school meetings per month not to exceed 40 minutes beyond the unit member's work day or one after school meeting per month not to exceed 60 minutes at elementary and middle schools and 70 minutes at high school beyond the unit member's work day.



- a. For any after school meetings exceeding this, the unit member will be compensated at the district hourly rate, excluding Back to School, Open House nights, IEPs, SST/CSTs, 504s, and brief informal discussions.
  - b. Scheduling of IEPs, SST/CSTs, and 504s will be coordinated with the unit member in order to minimize scheduling conflicts and should be scheduled during the unit member's work day whenever possible.
    - i. In the event an IEP, SST/CST, or 504 meeting is still in session beyond a unit member's 7 ½ hour work day, the unit member will be eligible to submit a timecard for time exceeding 60 minutes beyond the unit member's work day for which they will be compensated at the district hourly rate.
  - c. In addition to attending two after school meetings per month as described above, unit members will not be required to attend more than three (3) additional meetings per month during the unit member's work day excluding IEPs, SST/CSTs, 504s, and brief informal discussions.
- 8. Extracurricular duties means student activities which are outside of the 7 ½ hour work day that support students and promote the District's programs and objectives.
  - a. Extracurricular duties include but are not limited to student activities such as sporting events, dances, promotions, graduations, student safety, and other extracurricular student activities.
  - b. All unit members will be expected to supervise a minimum amount of extracurricular student activities.
    - i. Counselors will serve extracurricular duties through counseling-related activities, such as but not limited to: military academies night, FAFSA Night, College & Career Fairs, Scholarship Night, and graduation.
    - ii. Registered nurses and speech and language pathologists are exempt from extracurricular duties.
  - c. Required extracurricular duty each work year shall not exceed 14 hours.
    - i. Extracurricular duties exceeding 14 hours will be voluntary and compensated at the district hourly rate.
    - ii. Required extracurricular duties will only be assigned during contract days.
      - 1. Unit members, on a voluntary basis only, may participate in activities held during non-contract days.
      - 2. Extracurricular duties on Saturday and Sunday shall be by unit member choice.
    - iii. Extracurricular duties for unit members who teach Special Education, coach sports, or advise clubs will not exceed 10 hours.

- d. Extracurricular duty assignments will be determined by one of the following methods as chosen by a vote of the site unit members:
  - i. Event by lottery
  - ii. Duty schedule constructed by site administrator
  - iii. Sign up
  - iv. Other as decided by site unit members
- e. Unit members shall not serve their extracurricular duty assignments, direct individuals, or supervise individuals under conditions known to be unsafe.
- f. A viable means of communication with site administration and/or other employees shall be provided while conducting extracurricular duties when needed.
- g. Multi-site unit members shall have only one designated primary site for duty.

#### MISCELLANEOUS

- 9. Unit Members who need additional time to perform work-related duties shall coordinate with site administration to develop solutions that can be agreed upon by the unit member and administrator.
- 10. Professional development for co-teachers shall be offered and coordinated with administration.
- 11. Unit members shall not be required to write or evaluate state or federally-funded projects unless required by their job description or position.
- 12. Elementary RSP services will begin no later than the fifth day of school and end no earlier than five days before the end of the school year.

## **ARTICLE VIII: LEAVES**

### **1. PAID LEAVE OF ABSENCE**

- a. A unit member will be entitled to receive wages and fringe benefits, including, but not limited to, insurance and retirement benefits.
- b. A unit member will be entitled to return to the same assignment which he/she held immediately preceding commencement of the leave.
- c. Paid leave shall be considered by the Board of Trustees on its own merit.
- d. A written request for paid leave of absence shall be submitted to the Assistant Superintendent of Personnel or designee.
- e. The Assistant Superintendent of Personnel or designee shall acknowledge in writing receipt of a request for paid leave of absence within ten (10) days.

### **2. UNPAID LEAVE OF ABSENCE**

- a. Unpaid leave shall be considered by the Board of Trustees on its own merit.
- b. A unit member shall be entitled to the same health benefits accorded unit members who are on paid leave at the expense of the unit member.
- c. A written request for unpaid leave of absence shall be submitted to the Assistant Superintendent of Personnel or designee.
- d. The Assistant Superintendent of Personnel or designee shall acknowledge in writing receipt of a request for unpaid leave of absence within ten (10) days.
- e. The Assistant Superintendent of Personnel will discuss with the unit member his/her request for unpaid leave including possible options for reinstatement before the request is submitted to the Board of Trustees. Written notice of the decision will be provided to the bargaining unit member. The decision will be based on the amount of leave requested.
- f. If the unit member requests additional unpaid leave, the process outlined in VIII.2.a-e of this article will be implemented.

### **3. SICK LEAVE**

- a. Sick leave is earned at the rate of ten (10) days per year accumulative without limit. Every employee shall be notified by September 1 of the number of

accumulated sick leave days he/she has. Credit for sick leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the school year.

- b. Sick leave is for the illness and/or medical/dental appointments of the employee. However, up to ten (10) days of sick leave per year may also be used for the illness and/or medical/dental appointments of the employee's child, parent, spouse, registered domestic partner, or domestic partner's child, including child birth.
- c. If an employee is absent for three or more consecutive work days due to illness or injury, the District may require the employee to provide documentation from a licensed physician of the employee's ability to return to duty noting any restrictions. Failure to provide such documentation may result in the employee not being permitted to return to work and remain on leave until such documentation is provided.
- d. In the case of a catastrophic illness/injury as described in VIII.10.b to a family member as described in VIII.10.c, a bargaining unit member may apply to the Catastrophic Leave Committee using the process outlined in 10 of this article to request the use of any remaining accrued sick leave beyond the ten (10) days allotted.
- e. Sick leave may be allowed in amounts of one-half (1/2) day(s). When a unit member is absent from his/her duties due to illness or accident, not job connected, he/she shall receive full pay for all days covered by sick leave.
- f. After sick leave is exhausted, the actual amount paid a substitute or the amount that would have been paid a substitute shall be deducted from the unit member's salary for up to 100 duty days (Ed. Code 44977 or current legal requirements). If the amount paid to a substitute should exceed the unit member's daily rate of pay, the unit member will not be required to compensate for the difference. The Superintendent may require verification of illness or injury from a physician if it is deemed necessary and /or a second medical opinion paid for by the District.
- g. Any employee shall have the right to utilize sick leave provided for in this section and the benefits provided by Education Code, Section 44977 or current legal requirements for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom, when disabled (in compliance with current legal requirements).
- h. If an eligible unit member becomes totally disabled, is under the care of a doctor, and unable to perform the duties of their job, while insured pursuant to Article

XIV, Section B 1-5, benefits will be payable per benefits provided under the Group Salary Protection Insurance plan cited above.

- i. During student contact days, an employee must enter his/her absence in the substitute management system at least two (2) hours prior to the start of the employee's work day to notify the District of his/her absence. If the need for an absence arises less than two (2) hours prior to the start of the employee's work day, the employee shall immediately notify the District substitute clerical support person of the absence. In addition, the employee must also notify the school site of his/her absence.

#### 4. PREGNANCY DISABILITY/ CHILD REARING

- a. Pregnancy Disability Any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, recovery therefrom, or because of any other current legal requirement, the length of the leave of absence, 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 and the employee's physician.
- b. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, recovery therefrom, or because of any other current legal requirement, are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.
- c. Except as provided herein, written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.
- d. This section shall be construed as requiring the Governing Board of the School District to grant leaves with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury or disability. Sick leave can only be used during the medical portion of leave.

#### 5. CHILD REARING

- a. During the course of child rearing leave, the unit member shall be compensated his/ her normal rate of pay less any actual amount paid for a substitute or the amount that would have been paid a substitute (Ed. Code 44977 or current legal requirement). If the amount paid to a substitute should exceed the unit member's daily rate of pay, the unit member will not be required to compensate for the difference.

- b. Up to five (5) calendar months of child rearing leave, which includes all such leave provided pursuant to federal and state family leave laws, may be requested by those permanent unit members intending at the time of the request to return to a position in the district. Such a request shall be made within three (3) months of the child's birth or adoption. For employees on pregnancy disability leave, child rearing leave shall commence upon the birth of the child. Probationary teachers not given a notice of non-reelection by March 15th of their 2nd probationary year shall be considered permanent for the purposes of this article. Birth or adoption (or event aligned with current legal requirement) must occur on or after March 15th of the 2nd probationary year. If birth or adoption (or event aligned with current legal requirement) occurs prior to permanent date, the employee is ineligible for child rearing, regardless of request date.
- c. Within sixty (60) calendar days of the start of the child rearing leave, a unit member shall file in writing (Appendix F) with the Personnel Office of his/her intention to return to District employment.
- d. During the course of the leave, the employee shall suffer no diminishment of benefits provided by Article XIV. Return from leave shall, whenever possible, coincide with the commencement of a term.

#### 6. INDUSTRIAL LEAVE - SECTION 44984 OF THE EDUCATION CODE Industrial Accident and Illness Leave:

- a. A unit member shall be entitled to such leave as covered by Section 44984 of the Education Code.
- b. The total of the unit member's temporary disability indemnity and portion of salary due him/her during his/her absence shall equal his/her salary.
- c. A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as he/she and his/her physician agree that there has been such a recovery.
- d. An industrial accident or illness as used in this paragraph means Injury or illness whose cause can be traced to the performance of services for the District.

#### 7. PERSONAL NECESSITY

- a. A unit member shall be entitled to seven (7) days of paid sick leave per school year to be used for personal necessity. Each unit member will attempt to provide 24-hour notice of their absence to their immediate supervisor except in emergencies.

- b. The seven (7) days may be used at the sole discretion of the unit member with the exception of the District Staff Development day without prior approval from the Superintendent or designee.
- c. Up to ten (10) additional days of accrued sick leave may be used for the adoption of a child.
- d. Using more than seven (7) discretionary days requires prior written approval of the Superintendent. The criteria used to approve these days are at the Superintendent's discretion. Any additional days approved will be without pay.

## 8. ASSOCIATION LEAVE

- a. The Association may take up to twenty (20) days of paid leave per school year for local, state, or national conferences or for conducting other business pertinent to Association affairs. Unit members using these days are at the discretion of the WPTA. The WPTA President may take eight (8) additional days leave and the Chief Negotiator may take six (6) additional days not included in the twenty (20) day limit for conducting other business pertinent to Association affairs. This Association leave taken by the WPTA President and Chief Negotiator will not be included in the twenty (20) day limit. The Association shall be charged a fee not to exceed the actual cost of the substitute .

## 9. STUDY AND TRAVEL LEAVE

- a. The Board of Trustees may approve study and travel leaves not to exceed one (1) year for certificated employees who have served the District for seven (7) consecutive years. Study and travel leaves granted in any one semester shall not exceed two (2) employees in the unit.
- b. Study and travel leaves may be granted by the Board of Trustees from the District rather than from any given position, for the purpose of advance study, travel study programs, and research. Such leaves are granted not as a reward for professional services, but rather as an opportunity to prepare for improved service which will benefit the schools and the pupils of the District.
- c. The study and travel leave programs shall operate according to the established Provisions of this Agreement. The establishment of these provisions does not void the option of the Superintendent to make recommendations or the Board of Trustees to grant special study and travel leaves in the best interest of the District.
- d. Application for study and travel leave will be made in accordance with the following provisions:

- i. The application for study and travel leave shall be in writing and submitted to the Superintendent who shall call a meeting of the Units Committee, and present the application and/or applicant for review.
  - ii. The deadline for submitting applications for study and travel leave for the fall semester is February 1, and the spring semester is October 1.
  - iii. The ability of the District to provide a qualified substitute during the absence.
- e. Applications for this leave will be reviewed by the Units Committee (see Article XIII.B) for making recommendations and establishing priority to the Superintendent. The Superintendent will submit his recommendations to the Board of Trustees.
  - i. A majority of the Units Committee must approve a study and travel leave request for recommendation to the Superintendent. Should there be more than one approved request, the applications shall be ranked in priority order by the Units Committee and presented to the Superintendent for his recommendation to the Board of Trustees.
  - ii. The following criteria shall be utilized in establishing priority order for study and travel leave recommendation:
    - 1. Contribution to the needs of the pupils and school of the District
    - 2. Likelihood of continued service beyond the minimum service required at completion of leave
    - 3. Record of contribution to the District
    - 4. Following the granting of a study and travel leave by the Board of Trustees a contract of agreement shall be completed including the following: effective dates, salary and method of payment, number of collegiate units to be earned, and other purposes to be fulfilled. The signing of such a contract, including the agreement to refund study and travel leave salary as prescribed by these provisions shall be in lieu of furnishing a bond.
    - 5. Compensation during a study and travel leave shall be computed as fifty percent (50%) of the pay and those benefits that employee would have received had the employee remained in the employee's regular position, including any factor dependent upon special credentials, but not including any payment for special assignment or extra-curricular activities. Time spent on study and travel leave shall be credited as regular District service in the determination of years of service for sick leave, seniority,



and eligibility for fringe benefits provided the requirements established for the study and travel leave have been satisfactorily met.

6. Persons returning from study and travel leave shall serve the District for a period not less than twice the length of the leave.
  - a. If an employee does not serve the District after return for a period which is equal to twice the period of the leave, but not less than one semester, the employee shall refund to the District an amount which bears the same proportion to the total compensation received while on leave as the amount of time which was not served bears to the total amount of time agreed upon.
  - b. If death prevents the employee from fulfilling the agreement to return to service in the District, no repayment of salary will be required from the employee's estate.
7. Upon return from study and travel leave, the employee shall file with the Superintendent a detailed report within 20 days after returning giving evidence that the provision of the leave has been met. It shall also include a personal appraisal of the experience and activities involved that will be useful to the District.
  - a. In the event that the program of study agreed upon in the study and travel leave contract with the District is interrupted by serious accident or illness during the leave and properly verified by a qualifying physician, such interruptions shall not constitute a violation of the contract or prejudice the teacher against receiving the rights and benefits provided for under the terms of the study and travel leave. Such an interruption shall not extend over such a period of time that would cause the purpose of study and travel leave to be abandoned.
  - b. Should the disability extend to the point that the program has to be abandoned, the study and travel leave may be terminated and either sick leave or regular long-term leave may be substituted by mutual agreement.
  - c. In all cases of serious accident or illness of a prolonged nature, the Superintendent shall be properly notified by registered letter within ten (10) days after the occurrence or medical diagnosis.

## 10. CATASTROPHIC LEAVE

- a. The purpose of the Catastrophic Leave Bank is to create a bank of donated sick leave days, which may be used by unit members who are suffering from a catastrophic illness or injury or whose family members are suffering from a catastrophic illness or injury.
- b. Catastrophic illness or injury is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off. (Ed. Code 44043.5)
- c. Family Members shall be defined as the employee's child, parent, spouse, registered domestic partner, and domestic partner's child. Leave requested to care for grandparents, grandchildren, brother, sister, or any relative living in the immediate household with a catastrophic illness or injury, will be considered for approval by the Catastrophic Leave Committee.
- d. Membership in the Bank
  - i. A unit member may join the Bank:
    - 1. upon employment with the District;
    - 2. at the beginning of each school year;
    - 3. at the time any additional sick leave days are requested of unit members by the joint committee.
  - ii. The unit member who chooses to participate in the Bank must initially donate two (2) sick leave days, based on the unit members current FTE, and any additional days as determined by the joint committee.
  - iii. The annual rate of contribution by each participating Bank Member for each school year shall be one (1) day of sick leave, based on the unit members current FTE. If the number of days in the Bank, at the beginning of the school year, exceeds 3 times the number of participating Bank members, no annual contribution shall be required from the participating Bank members. Those unit members joining the Catastrophic Bank for the first time shall be required to contribute two (2) sick leave days to the Bank, based on the unit members current FTE.
  - iv. An additional day, based on the unit members current FTE, will be required of Bank members if the number of days in the Bank falls below the number of members in the Bank.

- v. The joint committee may determine any need for further donation(s). In the event further donations are requested, as stated in VIII.10.d.iv, a unit member must donate the number of sick leave days requested, based on the unit members current FTE, to continue participation in the Bank, even if the unit member has exhausted their sick leave except as noted in the following paragraph.
  - vi. If the Bank member does not have sick leave days to donate, his/her participation shall continue until the end of the school year. In order to continue participating in the Bank the following school year, the Bank member must contribute the previously required day, based on the unit members current FTE, as stated in VIII.10.d.iv, as well as the annual contribution, if any, to remain an active Bank member.
  - vii. Bank participants who are withdrawing from the Bank at the time the joint committee requests additional days will not be required to contribute to remain eligible to withdraw from the Bank until the next time the committee requests additional days.
  - viii. Bank participants wishing to remove themselves from participation in the Bank may do so when further donations are requested . They may do so by submitting a signed written request to be removed from the Bank to the Personnel Department.
- e. Use of the Bank
- i. Applicants may annually request the use of up to twenty (20) full salary, sick leave days, based on the unit members current FTE, that have been donated to the Bank. Upon full use, an additional twenty (20) days may be requested for a maximum of forty (40) days to be used per catastrophic illness or injury. An additional twenty (20) days beyond the maximum may be granted by the Catastrophic Leave Committee.
  - ii. To use the Bank, a unit member must have:
    - 1. exhausted all sick leave except differential sick leave;
    - 2. exhausted if applicable, all industrial leave;
    - 3. initially donated at least two (2) sick leave days, based on the unit members current FTE, and has donated any additional sick leave days requested by the joint committee;
    - 4. complete the Request for Catastrophic Leave Form (Appendix I)

- iii. Participants who have exhausted sick leave, but still have differential leave available, are eligible for a withdrawal from the Bank. Catastrophic leave and differential leave cannot be used simultaneously.
  - iv. If a participant is incapacitated, applications may be submitted to the Committee by the participant's designee or member of the participant's family.
  - v. Participants applying to withdraw or extend their withdrawal from the Bank are required to submit a physician's statement indicating the nature of the illness or injury and the probable length of needed absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential.
  - vi. For any participant applying to the Bank or requesting an extension of withdrawal, the Committee may require a medical review by a physician of the Committee's choice at the participant's expense. The Committee shall choose only a physician who qualifies under the District insurance policy, if available. Refusal to submit to the medical review will terminate the participant's eligibility to withdraw from the Bank.
  - vii. If the Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
- f. Administration of the Bank
- i. A joint committee consisting of two (2) members appointed by the WPTA and two (2) members appointed by the Superintendent shall administer the Bank.
  - ii. The joint committee shall determine the procedures whereby a unit member applies to use of catastrophic sick leave days.
  - iii. The form to be used by unit members to contribute to and apply for use of the Bank is attached as Appendix I.
  - iv. The joint committee shall grant or deny, based on an approval of three votes or more, all requests for use of the Bank. The deliberations of the committee shall be closed and confidential. The committee's decisions shall be based on the information provided by the application process. All decisions are final.

- v. The District will maintain the records of the Bank. The Committee shall have the responsibility of receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, determining that a recipient or applicant is no longer eligible and communicating its decisions, in writing, to the District.
- vi. WPTA and WPUSD will work jointly to annually notify Bank participants of their current status.
- vii. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.

g. General Provisions

- i. Donations to the Bank are irrevocable and may not be designated for the use of any specific participant.
  - ii. Days may only be used by a unit member who, per medical verification, is incapacitated by a catastrophic illness or injury or whose family member is incapacitated by a catastrophic illness or injury (see VIII.10.b-c). Catastrophic leave terminates upon the resolution of the catastrophic illness, injury, upon death or at the end of the school year. Unused catastrophic sick leave days granted will be returned to the Bank. Unit members will be compensated at their daily rate of pay for each catastrophic sick leave day used.
  - iii. Unit members receiving compensation under worker's Compensation benefits shall not be eligible to withdraw days from the Bank until exhausting all such benefits.
  - iv. Upon an approval by STRS of retirement disability payments, the unit member's eligibility for withdrawal of days from the Bank shall cease.
- h. The provisions of this section, which relate to the application process and the approval of requests for catastrophic sick leave, shall not be subject to grievance procedures established in this agreement.

## ARTICLE IX: CLASS SIZE

1. Class size shall not exceed the following maximums except where the Association and/or unit member has agreed in writing to exceed these maximums per unit member, or in accordance with exceptions below.

### ELEMENTARY

Grade Level (s)	Class Size Maximum	Class Size Cap with Overage
TK/Kindergarten	25	28
First, Second, and Third	31	34
Fourth and Fifth	31	34
First through Fifth combination classes	30	33
Elementary Band	40	44
Elementary Chorus	40	44
Elementary P.E. per teacher	40	44

2. The Elementary Grade Span Adjustment (GSA) class sizes listed in the table below apply if there is funding available for the GSA-program at the base rate and configuration of the Local Control Funding Formula (LCFF).
  - a. The table below includes class sizes that shall be considered the collectively bargained alternative ratio.
  - b. Under GSA, the district wide average of 25 TK-3 students will be maintained.
  - c. Unit members will receive overage compensation at the per-student amount per term (IX.18.a-b) for each student exceeding 27 students.

Grade Level (s)	Class Size Maximum	Class Size Cap with Overage
TK/Kindergarten	25	28
First, Second, Third and combination (including Third/Fourth combination class)	27	30

3. A process for unit member input into the initial class configurations will be implemented at all elementary sites for the purpose of equitable distribution of students.
4. Site principals will attempt to have balanced classes on the first day of school.
5. Mainstreamed special day class students shall be assigned as equally as possible among the unit members of their assigned grade.
6. Mainstreamed SDC students are included in class size counts and count towards overages.
7. TK-5 Music and Science class sizes will have the same size requirements for overages as the contract allows for other elementary unit members for the same grade level of the class section they are teaching, on a section by section basis.
8. When a student enrolls during the school year, they will be distributed as equally as possible among unit members assigned to the same grade level, by site, in grades K-5.
9. All student transfers, K-5, at a school site will be preceded by a conference involving affected unit members and the administration.

#### MIDDLE SCHOOL

Middle School Courses	Class Size Maximum	Class Size Cap with Overage
Sixth, Seventh, and Eighth (except as indicated elsewhere in this article)	32	35
Band	50	55
Chorus	50	55
P.E.	43	47

## HIGH SCHOOL

High School Courses	Class Size Maximum	Class Size Cap with Overage
Ninth through Twelfth grade (except as indicated elsewhere in this article)	36	38
Marching Band	100	105
Concert Band	91	96
Chorus	60	63
Guitar/Keyboard	36	38
Food Nutrition	36	38
Lab Sciences	33	35
Shop Classes	33	N/A
Computer Technology	36	38
P.E.	48	50
Athletic Conditioning	40 (dependent on team size and agreement with coach or teacher)	No paid overage
Alternative Education: Phoenix High School	19	21

## SPECIAL EDUCATION CLASSES

	Class Size Maximum	Class size Cap with Overage
Special Day Class (including Independent Living Skills & Autism Spectrum Disorder)	16	18



10. Special Day Class (Including Preschool SDC, Independent Living Skills, and Autism Spectrum Disorder)

- a. There shall be at least one full-time paraprofessional per Special Day Class.
- b. When 17 students are enrolled in the classroom, an additional full-time paraprofessional will be assigned.
- c. While students with a paraprofessional assigned to them through their IEP do not count toward qualification of the class for additional paraprofessional time, they do count toward payment to the unit member for student overages, as detailed below.
- d. In Special Day Classes specifically designed to serve severely disabled students, the district will strive to maintain reasonable class sizes with a sufficient level of classroom paraprofessional support in order to maintain safe and appropriate instruction for students.
- e. Unit members of these specifically-designed classes who have class size concerns may refer to Article VI after communication with site administration.

11. Collaborative Classes/Co-Teaching classes shall not exceed the class size maximums referred to in the class size tables for middle school and high school.

- a. A co-teaching class exists when a general education unit member and a special education unit member are assigned to a class which combines both general education students and students with an IEP.
- b. The total number of students with an IEP or 504 will not exceed 11 students for middle school and 12 students for high school.
- c. English learner students without disabilities who are receiving designated ELD instruction will not be placed in co-taught classes.
  - i. Every effort will be made to not place these students in a co-taught class.
  - ii. In the event that these students are placed in co-taught classes, they will count towards the allotted students.

CLASS SIZE MAXIMUMS, CAPS, AND SOLUTIONS

12. Class size maximum is defined as the maximum number of students in a class as stated previously in this article.

13. Class size cap is defined as the number of students over the class size maximum which will not exceed 10% of the class size maximum as stated previously in this article except for 5% overage above for specific classes at the High School level.

- a. At no time will class size exceed 10% of the stated class size maximums, except as stated in IX.15.a-c of this article.
- b. It is understood that the class size cap number will be rounded up when the decimal is .5 or greater.

14. Class size maximums will never be exceeded except as stated in IX.15.a-c of this article.

15. Class size maximums may be exceeded only under the following circumstances:

- a. During the first three (3) weeks (15 teaching days) of the opening of school, class size will not exceed twenty percent (20%) of stated maximums previously in this article.
  - i. The site administrator and the unit member will coordinate their efforts to acquire adequate materials and furniture for the additional students.
- b. During the first two weeks (10 teaching days) of a subsequent term.
- c. When a student enrolls during the school year, the student shall be placed in a classroom determined by the administration.
  - i. Should that placement cause the class size to exceed the stated maximums, the administrator shall meet with the unit member(s) within two (2) days of the student's enrollment.
  - ii. This meeting is to identify any problems caused by the class size, and to agree on one of the solutions in 16.
  - iii. Upon request of the unit member, an Association representative may also be present.
  - iv. If the process above is followed and no solution is agreed upon, then Class Size Overage Compensation shall be implemented.
  - v. At no time will class size exceed class size caps except as in IX.13.
  - vi. This is not to be used as a loading standard, but as a cap.

16. Solutions:

- a. Placement of the student at a site where class size maximums have not been reached.
- b. Class Size Overage compensation. See additional details below.
- c. Creation of a combination class.
- d. Increase in paraprofessional time or the addition of a paraprofessional if none is presently in the class.
- e. Reassignment of a unit member.
- f. Addition of a unit member when total site enrollment increases by 25 students.
- g. Provide release/prep time via substitute or other methods.
- h. Other solutions that can be agreed upon by the unit member and administrator.

#### CLASS SIZE OVERAGE COMPENSATION (See Appendix C)

17. The compensation for class size overage will be determined as follows:

- a. These dollar amounts will be adjusted annually by the State COLA actually received by the District or negotiated salary schedule increase (whichever is greater), and reflected in Appendix C.

- b. Dollar amounts will be paid on a per-term basis (trimester for elementary and semester for secondary).
- c. The annually-updated Appendix C will be presented to the WPTA Bargaining Chair by the district Assistant Superintendent of Business Services for review at the beginning of each school year.

#### 18. Elementary School

In a self-contained classroom, the unit member will receive the per-student amount, per term, exceeding the maximum after the student has been enrolled for five days.

- a. In an elementary music/science classroom, the unit member will receive the per-student amount, per term, exceeding the maximum (based on grade level for each section taught) per class after the student has been enrolled for two class sessions.

#### 19. Middle School:

- a. In a departmental classroom, with a six (6) period day, the unit member will receive the per-student amount per period, per term, exceeding the maximum per term after the student has been enrolled for five (5) days.

#### 20. High School

- a. In a departmental classroom, with an eight (8) period day or four (4) period every other day, the unit member will receive the per-student amount, per period, per term, for each student exceeding the maximum after the student has been enrolled for five (5) days.
- b. In a continuation high school classroom, with a six (6) period day, the unit member will receive the per-student amount per period, per term, for each student exceeding the maximum after the student has been enrolled for five (5) days.
- c. In the event there is a change to periods or schedules, class size overage amounts will be adjusted proportionally.

## CASELOAD

21. Caseload shall not exceed the following maximums except where the Association and/or unit member has agreed in writing to exceed these maximums per unit member, or in accordance with exceptions below.

Unit Member Position	Caseload Maximum	Caseload Cap with Overages
Resource Specialist Program	28	n/a
Speech Language Pathologist	60	n/a
PreSchool Speech Language Pathologist	44	n/a
Adapted Physical Education	65	72
Alternative Education: Independent Study	25	n/a
High School Counselors	450	500 (see IX.26.b)
Middle School Counselors (for schools with a UPP at/above 40%)	550	600 (see IX.26.b)
Registered Nurses	1,800	2,000 (see IX.26.b)

## 22. Resource Specialist Program (RSP)

Resource Specialist Program (RSP) caseload shall not exceed the maximum established by Education Code Section 56362 (c) for more than 15 student days unless waived by the unit member and approved by the California Department of Education.

- a. WPTA will participate per state law in any waiver request indicating a position of neutral, support, or opposed.

### 23. Speech and Language Pathologist

- a. If speech caseloads averaged across all SLPs, excluding PPPIP (Parent Participation Preschool Intervention Program), are exceeded after the first day of school, non-bargaining unit members may be used for speech services.
- b. Prior to using non-bargaining unit members, the District will utilize the process outlined in Article X and recruitment efforts will be documented and reviewed by the WPTA Lead Negotiator.
- c. If a speech caseload is composed of predominantly or exclusively preschool aged students, the case load shall not exceed 44.

### 24. Adaptive Physical Education Teacher (APE)

- a. In the event an APE unit member's case load exceeds 65, the APE unit member will receive \$1,750 per term. See Appendix C.
- b. If APE caseloads averaged across all APE unit members are exceeded after the first day of school, non-bargaining unit members may be used for APE services.
- c. If an APE unit member is employed less than 1.0 FTE, then caseload will be proportionally adjusted.

### 25. Alternative Education: Independent Study (IS)

- a. If requested by the District, elementary teaching unit members may voluntarily agree to support students on independent study.
- b. Elementary unit members will be compensated an additional percent of the unit member's current salary: 1/25 per Independent Study student.
- c. From the available pool of elementary teaching unit members, these students on independent study will be offered first to full time permanent teaching unit members based on credential, current assignment, and subject experience in order to prevent campus scheduling disruptions.
- d. Probationary elementary teaching unit members will only be offered the student on independent study if no full time, available, and qualified permanent elementary teaching unit members will support the student.
- e. At the secondary level, when class size/caseload for alternative education programs have reached maximum capacity, one (1) prep buyout will be issued to the alternative education program for every five (5) students exceeding maximum capacity up to 25 students or five (5) prep buyouts; these prep buyouts, not to

exceed one (1) per unit member, will be shared among alternative education unit members commensurate with their assigned work.

26. Counselors and Registered Nurses

- a. The counseling and nursing caseloads over the caseload maximum allow for a flexible range of students due to fluctuating enrollment numbers.
- b. These unit members do not receive caseload overage pay.

## **ARTICLE X: ASSIGNMENT/REASSIGNMENT/TRANSFER**

### **DEFINITION OF TERMS**

1. A Vacancy is a newly created unit member position or an existing unit member position created by reassignment, transfer, resignation, retirement or termination.
2. An Assignment is the position that a unit member is assigned and retains unless reassigned or transferred in accordance with the procedures set forth in this article.
3. A Reassignment is when the assignment of a unit member changes at the same work site.
4. A Transfer is when the assignment of a unit member changes to another work site within the District.

### **VACANCIES**

#### **5. General Provisions**

- a. The job posting of a vacancy shall include:
  - i. Closing date for receipt of application\*;
  - ii. Site location(s);
  - iii. Grade level(s), subject(s) and/or specialist area(s);
  - iv. Required and preferred job qualifications, including but not limited to:
    1. Credential(s) requirement;
    2. Experience of the employee requested; and
    3. Recent training of the employee requested.

\*No vacancies will not be filled until after the closing date as stated on the job posting.

- b. Unit members will be notified of vacancies via district email.
- c. Unit members shall receive an interview for any vacancy for which they apply and are appropriately credentialed.
- d. First priority for filling vacancies will be given to eligible unit members currently assigned to the vacancy's school site.
  - i. Eligible unit members are all unit members including unit members who either voluntarily or involuntarily reassign or transfer after the school year has begun due to circumstances stated in X.29.a regardless of whether or not the position was previously posted as a district-wide vacancy.
  - ii. Temporary unit members are not eligible.

- iii. This does not guarantee that the unit member will be selected for the position if the unit member does not meet the criteria in the job posting or X.9.
  - e. A unit member may elect in writing to not participate in the vacancy process and may rescind their decision to participate in the process by notifying the Personnel Office in writing.
  - f. Seniority Determination
    - i. For purposes of this article only, reassignment/transfer ranking for unit members with the same seniority date will be determined by the time and date of the unit member's signature on the Intent to Hire Form.
      - 1. This does not mean the District will use the signature date/time for tie-breaking criteria during a Reduction in Force (RIF).
    - ii. For unit members who have the same initial contracted work day who were hired prior to the practice of tracking the time and date of a unit members signature on an Intent to Hire Form or any year in which the practice of tracking the time and date of the signature was not followed, their seniority ranking for purposes of reassignment/transfer only will be determined by lot.
      - 1. At least one District Administrator and two WPTA Executive Board Members must participate in the lottery drawing in the event one becomes necessary.
      - 2. This does not mean the District will use the lottery drawing used pursuant to this section for tie-breaking criteria during a RIF.
    - iii. Unit members assigned to a combination grade have District hire date seniority at both grade levels.
- 6. Vacancies that become known between August 1 and April 15 shall be called Current School Year Vacancies.
  - a. The District shall make every attempt to fill all school year vacancies prior to April 15th.
  - b. Current School Year Vacancies will be posted during the current school year.
  - c. A new unit member may be hired to fill the vacancy.
  - d. If a new probationary unit member is hired for the position and current unit members also applied, only these current unit members will have an opportunity to apply for the position again in the Assignment Routing Vacancy process.
- 7. Vacancies for the next school year that become known between August 1 and April 15 shall be called Assignment Routing Vacancies.



- a. The process for filling Assignment Routing Vacancies shall include first Site Routing and second the Assignment Fair, an internal process designed to complete staffing in an expeditious manner in order to afford the District the best and earliest opportunity to search for and hire new teachers.
  - i. The process starts with site reassignments, which may include up to two rounds per day of Site Routing. See X.20.
  - ii. After the completion of Site Routing, the District and the WPTA will host an Assignment Fair for which WPTA unit members will be able to submit their interest for reassignments and transfers to any vacant or previously not posted/routed positions.
    - 1. All eligible unit members will have first opportunity to apply and be selected for Assignment Routing Vacancies.
    - 2. This does not guarantee that the unit member will be selected for the position if the unit member does not meet the criteria in the job posting or X.9.
  - iii. The District will send out a list of the known current vacancies which will be available during Round 1 at least five calendar days prior to the Assignment Fair, barring extenuating circumstances.
  - iv. At the Assignment Fair, each round will be a Reassignment/Transfer Round.
    - 1. Round 1 will most often serve as a Transfer round only.
    - 2. Unit members looking for a change in assignment either at their current site or at a different site should be prepared to interview on the spot with site principals and/or other available staff where appropriate.
    - 3. Unit members should also bring with them any documents that verify credentials if they intend to put in for any position outside of the credential they are currently teaching under.
  - v. At the Assignment Fair, both the District and the WPTA will have a designated representative on hand to ensure that the spirit of the process is being complied with and who can make determinations for each respective party as to any questions or procedural issues that may arise.
- b. Each year the Parties shall attempt to reach mutual agreement on the dates for the Site Routing and the Assignment Fair as well as the date by which unit members will be notified regarding the tentative first round vacancies for the Assignment Fair.

- i. If the Parties are not able to reach a mutual agreement on the dates described immediately above, then the District may select the dates.
- c. Attendance at the Assignment Fair is completely voluntary and employees attending the Assignment Fair will not be compensated for attendance to the extent the event goes beyond the contracted work day.
- d. In the event a unit member who wishes to put in for a reassignment or transfer is unable to attend the Assignment Fair, the unit member may designate another WPTA unit member to act as a proxy, and said proxy may put in for reassignments and transfer opportunities on behalf of the unit member who has given them the appropriate authority.
  - i. In order to designate a proxy, both the unit member seeking to change assignment and the unit member acting as a proxy must sign the Assignment Proxy Form. See Appendix G.
  - ii. Decisions made by the proxy designee regarding assignment are binding in the same manner as if they were made by the unit member seeking a change in assignment.
- e. Part-Time Unit Members
  - i. Part-time unit members are those employed less than 1.0 FTE.
  - ii. Part-time unit members are not eligible for the first Transfer Round but will be eligible for all subsequent Reassignment/Transfer Rounds.
  - iii. In the event that a unit member's assignment is less than 1.0 FTE, the District shall notify the affected unit member in writing of the part-time posting procedures.
- f. The District will post any unfilled vacancies after the Assignment Routing process for a period of no less than three (3) business days and shall notify all unit members via email of the availability of posted vacancies. See also X.6.
  - i. Once a vacant position is posted as stated above, it does not need to be posted or made available again.
  - ii. Any significant variation of the original vacancy or new vacancy based on X.1 shall be posted.
  - iii. Business days shall be defined as days in which the District office is open for business.
- g. In the event of a special circumstance (e.g. the opening of a new school, the establishing of a new program, or staffing a specialized program), Round Zero will be part of the Assignment Routing Vacancy Process.
  - i. Round Zero follows the parameters of the Assignment Routing Vacancy Process on its own timeline.
  - ii. The Parties shall attempt to reach mutual agreement on the dates for Round Zero as well as the date by which unit members will be notified.

- iii. If the Parties are not able to reach a mutual agreement on the dates described immediately above, then the District may select the dates.
- 8. Vacancies that become known after April 15th through August 1st shall be called Upcoming School Year Vacancies.
  - a. Upcoming School Year Vacancies will be emailed to all unit members via District email and posted.
  - b. First priority for filling Upcoming School Year Vacancies will first be given to unit members currently assigned to a school work site where the vacancy occurs and who have applied.
  - c. If a unit member applies for Upcoming School Year Vacancy and which would result in a transfer, priority may not be assigned to this unit member over other qualified applicants who have applied for this position.

#### ASSIGNMENT/ REASSIGNMENT/ TRANSFER CRITERIA

- 9. The District and school sites shall consider and determine the following in considering initial assignment, reassignments, and transfers:
  - a. Credential requirements
  - b. Major/minor field of study
  - c. Years of service to the district
  - d. Experience of the employee, including grade level/subject area
  - e. Recent training of the employee, and/or commitment to District paid/provided professional development for the instructional needs of a school site
  - f. Employee's preference
  - g. Employee evaluation (as described in *Article XII Certificated Personnel Evaluation*, sections C(1)(a) and D(5)(a)).
  - h. Extracurricular needs of the site
- 10. All of X.9 being equal, the final determination shall be based upon seniority determination. See X.5.f.
  - a. Unit members assigned to a combination grade have seniority determination at both grade levels.
- 11. Any unit member whose assignment requires a Special Education Credential will be notified in writing upon their assignment that any reassignment or transfer is subject to the district finding an appropriately credentialed unit member to fill their position.
  - a. If the district is unable to find a unit member with the appropriate credential or qualification, the unit member will return to their original assignment.
- 12. As it applies throughout this Article, probationary unit members shall not have their assignments taken by other unit members seeking reassignments and transfers.

13. Probationary unit members may indicate interest in reassignments and transfers; both are subject to District approval.

## ASSIGNMENT

14. By February 15, the District shall begin the process for determining the assignments for the coming school year.

15. The process shall begin by completing the Statement of Intent (Appendix F).

16. No later than fourteen (14) calendar days prior to the end of the school year, all unit members shall be notified in writing their assignment(s) on the Certificated Staffing Assignment Notice (Appendix H).

- a. The Certificated Staffing Assignment Notice (Appendix H) shall include Primary Assignment Information and Additional Information which includes:

1. PRIMARY INFORMATION:

Preschool	Grade level and work location
TK-5	Grade level and work location
6-8	Subject taught and work location
9-12	Subject taught and work location
K-12 Special Education/Speech	Grade levels, subject taught, and work location for 80% of the assignment
TK-12 Itinerant (Elementary Prep)	Grade levels, subject taught, and work location for 80% of the assignment
K-12 Nurse/APE	District-wide
Alternative Education	Subject taught and work location (PHS & ATLAS)

2. ADDITIONAL INFORMATION

6-8	Specific course title
9-12	Specific course title
K-12 Special Education/Speech	Other work locations
K-12 Itinerant(Elementary Prep)	Other work locations
Alternative Education	Specific course title

- b. Any change in Primary Information shall result in a reassignment or transfer.
- c. A modification of Additional Information does not constitute a change in assignment.

- i. More than one (1) modification per trimester/semester shall be by mutual consent of the member and the district.
  - 1. K-12 RSP/Speech, Itinerant and Grade 6-8 unit members may be subject to no more than one (1) modification per school year.
  - 2. Grade 9-12 unit members will be subject to no more than one (1) modification per semester.
- ii. If a modification of Additional Information is required, the District will notify the unit member ten (10) calendar days prior to the unit member's first duty day.
- iii. If a modification of Additional Information occurs nine (9) calendar days or less prior to the unit member's first duty day, the unit member will be
  - 1. compensated an amount equal to two (2) additional days of their calculated daily rate of pay for preparation,
  - 2. as well as one hundred dollars (\$100) to purchase new materials, and
  - 3. the District shall assist in moving all school related materials of the unit member.
- iv. If this modification of Additional Information occurs after the unit member's first duty day,
  - 1. the unit member shall be given
    - a. five (5) days notice,
    - b. three (3) days of preparation time, which shall run concurrently, and
    - c. one hundred dollars (\$100) to purchase new materials.
  - 2. The unit member may, by mutual agreement with the District,
    - a. waive the notice and preparation days and
    - b. commence with the new assignment immediately and
    - c. receive compensation equal to three (3) days of their calculated daily rate of pay.
  - 3. The District shall assist in moving all school related materials of the transferred unit member.
- v. If Speech Therapists are occasionally needed to assist one another, this shall not constitute a modification of Additional Information.

17. This assignment is for the coming school year, except in cases of unforeseen circumstances as determined by the Superintendent.

## REASSIGNMENT

18. Circumstances which may result in reassignments shall include:
  - a. A shift in student population resulting in a decline or increase of enrollment at a grade level(s) or department.
  - b. Reduction in program.
  - c. Initiation or expansion of program.
  - d. Change in staffing ratios
19. Unit members employed at a site where a vacancy occurs shall be given the first opportunity to be reassigned.
20. The school principal shall seek volunteers via a district email with a request for response message informing all unit members of position openings prior to making any reassignments.
  - a. If opening(s) occur at the site during Site Routing, each new vacancy will be posted at that site via a district email as described above, until no further interest is indicated by eligible staff.
  - b. Any positions remaining after Site Routing, will be subject to the Assignment Fair.
  - c. If the new vacancy occurs after April 15th, the District may post the position for outside applicants in lieu of posting it first at the site.
  - d. a. It is the responsibility of the unit member to respond to the email requesting a response for a Reassignment posting and in the event the unit member does not respond, said failure to respond shall not prohibit the site and District from proceeding with the filling of a vacancy.
  - e. Unit Members assigned to more than one site will give written notice to their site administrator(s) prior to applying for vacancies at multiple sites.
21. The site representative(s) and the principal will work collaboratively to document attempts to notify all unit members of a reassignment opportunity.
  - a. Note: interest must be indicated no later than 4:00 p.m. the following workday from the date of the email notification described in X.20.
  - b. No vacancy shall be filled by means of an involuntary reassignment if there is a volunteer who best meets the criteria set forth in X.9.
  - c. If there are two or more volunteers, the site administration will make the final decision, taking into consideration the criteria set forth in X.9.
22. If a vacancy has no volunteers, the unit member with the most recent District hire date from the affected grade level/subject area will be involuntarily reassigned.
  - a. Unit members may be subject to no more than one involuntary reassignment per school year.
  - b. If there is more than one unit member with the same district hire date, refer to Seniority Determination. See X.5.f.

- c. When an involuntary reassignment (or a voluntary reassignment that had the unit member not volunteered would have resulted in an involuntary reassignment) occurs
  - i. within five (5) calendar days before their first duty day, the unit member shall be given five (5) calendar days notice and the unit member shall be given two (2) days of their calculated daily rate of pay for preparation.
  - ii. after their first duty day, the unit member shall be given five (5) days notice and three (3) days preparation time.
  - iii. This time may run concurrently.
- d. In the two reassignment scenarios in X.22.c,
  - i. if the notice and preparation period would require the unit member to miss the first or subsequent student days, the unit member may
    - 1. elect to waive the notice and preparation days and
    - 2. commence with the new assignment immediately and
    - 3. receive compensation equal to three (3) days of their calculated daily rate of pay.
  - ii. The unit member at their own discretion may prepare offsite, after meeting with their site administrator.
  - iii. More or less time may be granted upon consultation between the unit member and their immediate supervisor.
  - iv. The unit member shall be allotted one hundred dollars (\$100) to purchase new materials.
  - v. The District shall assist in moving all school-related materials of any reassigned unit member.

## 23. Combination Classes

- a. If a singular grade position is turning into a combination grade position for the subsequent school year,
  - i. the affected grade level teachers will be offered the combination grade position first, and
  - ii. If none of the affected grade level teachers accept the combination grade position, the position will become a vacancy.
- b. In the event that a combination class is eliminated and two classes are created, the affected unit member will have the option of choosing their assignment from the resulting two vacancies and their assignment sheet will be updated to reflect this reassignment.
- c. In the event that a combination class is eliminated and one class is created, the unit member will be assigned to the resulting class and their assignment sheet will be updated to reflect the reassignment.

## TRANSFER

24. The District shall seek volunteers prior to making any transfers for Current School Year Vacancies.
25. After April 15 of the school year, prior to the school year in which a transfer would become effective (Ed. Code 35036).
26. During the posting process for each school year, a unit member may fill no more than one (1) vacancy by means of a voluntary transfer.
27. Voluntary Transfers are unit member initiated transfers.
  - a. When a vacancy exists, a unit member may submit a written request for a transfer to the Personnel Services at the District Office, unless the transfer will be included in the Assignment Fair.
    - i. The determination of whether the District fills any post April 15th vacancies with outside applicants or with current unit members filing written requests for transfer is at the discretion of the District.
  - b. A transfer request shall be considered using the criteria set forth in X.9.
  - c. If a unit member's transfer request is denied, the unit member may request reasons for the denial, which can be provided in writing or by meeting and discussing with the Superintendent or designee.
    - i. Reasons for denial must correlate to the criteria set forth in X.9, unless the vacancy occurred after April 15th.
  - d. Unit members, who transfer after the school year begins, are entitled to the same benefits as described in X.28.d, except those hired after the beginning of the school year.
28. Involuntary Transfers are District Initiated transfers.
  - a. Circumstances which may result in involuntary transfers shall include:
    - i. A shift in student population resulting in a decline or increase of enrollment at grade level(s), site(s), or department(s).
    - ii. Reduction of program(s).
    - iii. Initiation or expansion of program(s).
    - iv. Opening of a new school.
  - b. Unit members may be subject to no more than one involuntary transfer per school year.
  - c. The District shall seek volunteers prior to making any involuntary transfers.



- i. No vacancy shall be filled by means of an involuntary transfer, if there is a volunteer who best meets the criteria set forth in X.9.
  - ii. If there are two or more volunteers, the District will make the final decision taking into consideration the criteria set forth in X.9.
  - iii. When there is a need for an involuntary transfer away from a site, the following criteria will be utilized:
    - K-5 unit member with the most recent District hire date from that site shall be transferred.
    - 6-12 unit members with the most recent District hire date in the affected subject area from that site shall be transferred.
- d. When involuntary transfers occur after Certificated Staffing Assignment Notices have been distributed and up to ten (10) calendar days before the unit member's first duty day of the work year and there are no volunteers:
  - i. The District shall notify the employee in writing ten (10) calendar days in advance of the effective date of the transfer by certified mail or personal delivery.
  - ii. The unit member may request a review of the transfer and submit a rebuttal in writing.
  - iii. The transferred unit member shall receive payment for two (2) additional days before the start of school at their calculated daily rate of pay.
  - iv. The unit member shall be allotted one hundred dollars (\$100) to purchase new materials.
  - v. The District shall assist in moving all school-related materials of the transferred unit member
- e. In grades TK-5 only, when involuntary transfers occur within five (5) business days before the unit member's first duty day through the first 15 teaching days, volunteers will be sought at the site.
  - i. If there is an acceptable volunteer, prior to accepting the volunteer, the least senior teacher at the affected grade level will be offered the volunteer's assignment or a transfer to another site.
- f. When involuntary transfers (or a voluntary transfer that had the person not volunteered would have resulted in an involuntary transfer) occur and are implemented on or after the unit member's first duty day of the work year:
  - i. The unit member shall be given five (5) days notice and three (3) days of preparation time.
    - 1. This time may run concurrently.
      - a. More or less time may be granted upon consultation between the unit member and their immediate supervisor.

2. The unit member may prepare offsite for one of the three days of preparation time in consultation with their site administrator.
  3. If the notice and preparation time would require the unit member to miss the first or subsequent student days, the unit member may elect to waive the notice and preparation days and commence with the new assignment immediately and receive compensation equal to three (3) days of their calculated daily rate of pay.
- ii. The unit member shall be allotted one hundred dollars (\$100) to purchase new materials.
  - iii. The District shall assist in moving all school-related materials of the unit member.

#### STIPEND POSITIONS (APPENDIX B)

29. Stipend positions listed in the Special Assignment salary schedule (Appendix B) shall
  - a. first be offered to unit members at the site where the position is located
  - b. second to all unit members, and
  - c. third to non unit members.
30. The deadline for submission for payment of a stipend from Appendix B is June 25th during the same school year in which the unit member fulfilled the duties of the stipend position.
31. Coaching
  - a. Temporary athletic team coaching stipends shall be offered only to unit members or non unit members who satisfy the qualification criteria established for the position. (Education Code 44919).
  - b. The principal or administrator designee at each site that offers temporary athletic team coaching stipends shall apply the qualifications based on Board policy and law on an annual basis to all temporary coaching assignments.
  - c. Unit members that apply for a temporary coaching assignment and do not receive the assignment, may request the reason in writing within ten (10) work days.
    - i. Reasons will be aligned to the criteria stated in Board Policy.
  - d. The District reserves the right to cancel a sport even if a coach has been chosen.
32. Department Heads/Lead Teachers
  - a. There will be a process for unit members to have input into the selection of Department Heads (high school) and Lead Teachers (middle school).
  - b. Department heads or lead teachers are not serving in an administrative role. Rather, the goal is to collaborate with colleagues to enhance their ability to successfully collaborate and serve their students.

## **ARTICLE XI: CERTIFICATED PERSONNEL COLLABORATION**

### **A. PHILOSOPHY**

1. Both collaboration and evaluation are needed in order to develop, to improve, and to reinforce a teacher's instructional skills. The role of collaboration is to support and/or help improve the teacher's performance in a variety of teaching skills. Collaboration cannot reflect negatively on summary evaluations.

### **B. CHARACTERISTICS**

1. Is ongoing.
2. Aims to develop, to improve, reinforce specific aspects of instruction/job performance.
3. Is performed by principals, teachers, or other appropriate personnel.
4. May or may not include pre- and post-conferencing.
5. Instruction to be observed can be determined by the teacher or supervisor.
6. Can be used as follow-up from the evaluation process.
7. Can be used to determine in-service needs.

### **C. PURPOSES**

1. To increase the opportunities for students to achieve the goals of the curriculum.
2. To enhance the classroom climate for learning.
3. To improve organization of instruction.
4. To align teaching processes and learning activities with learning theory and learner's needs.
5. To monitor the sequence, articulation and integration of the curriculum vertically through the grade levels and horizontally across subject areas and that grade level.
6. To enhance maximum diversity of instructional strategies and models of teaching.

#### D. DESCRIPTION

1. Responsibility : Collaboration may occur between the teacher and department chairpersons, peers, mentors, colleagues, consultants, assistant superintendent, site principal, assistant principal, and, by mutual agreement, other personnel.
2. Timing: Collaboration starts with the first day on the job and is ongoing throughout the year.
3. Sources of Criteria: The collaborator derives from the teacher those criteria of success for which the teacher is striving in a particular lesson. In collaboration, the teacher determines what the collaborator shall look for as criteria for success.
4. Uses of the Data Collected: Any data collected are given to the teacher as soon as possible or within twenty-four (24) hours.
5. Topics Covered: This process is concerned with learning: classroom interaction, instruction, student performance, curriculum adherence, individual student behaviors, teacher's behaviors, and teachers' skills, etc.
6. Value Judgments: The collaborator avoids making value judgments and invites the teacher to evaluate his or her own performance according to the criteria that were set out in the pre-conference. If the collaborator makes value judgments, it robs the teacher of becoming self-evaluative. This is contrary to one of the fundamental goals of collaboration to develop teacher autonomy.
7. The Role of the Observer: The teacher informs the collaborator of what to look for and what feedback information would be desired and helpful. The teacher may ask for the collaborator to observe particular students so as to solve some particular learning or behavior problems; or the teacher may ask to have the collaborator observe some particular instructional technique the teacher is striving to perfect. In collaboration, the role of the collaborator is defined by the teacher.

## **ARTICLE XII: CERTIFICATED PERSONNEL EVALUATION**

### **A. PHILOSOPHY**

The philosophy underlying these evaluation procedures is embodied in the following basic concepts:

1. The purpose of teacher evaluation is to improve the educational program in the Western Placer Unified School District and to advance toward attainment of the District's stated educational goals.
2. The evaluation of teachers is viewed as a positive process, which is program and performance oriented, and not personally centered.
3. The evaluation of teachers, in all its facets, is seen as a cooperative effort and a shared responsibility between evaluatee and evaluator. Final responsibility for performing evaluative judgment and for signing evaluation forms rests with the site principal or assistant principal, program director, or designated administrator with direct oversight responsibilities of the evaluatee's program.
4. The teacher's evaluator shall take affirmative action to help the employee to correct any cited deficiencies. Such action shall include specific recommendations for improvement, direct assistance in implementing such recommendation, and/or released time for the teacher to visit and observe other similar classes in other schools.
5. Teachers shall not be required to participate in the evaluation and/or observation of other teachers. Teachers who are assigned as half-time teachers and half-time administrators shall participate in the evaluation and/or formal observation of other teachers. Final evaluations shall be subject to review by a full-time principal or district administrator if requested by the unit member.
6. If subsequent remedial action eliminates the negative evaluation and/or the identified deficiencies, at the evaluatee's request, the evaluation(s) citing such deficiencies shall be removed from the evaluatee's file after a period of thirty-eight (38) months following the completion of the remediation.
7. All teachers to be evaluated will be notified by October 1 of each school year. A list will be maintained at the District Office.
8. The summary evaluation of a unit member's performance pursuant to this Article shall not include the use of publishers' norms established by standardized tests.

In the event that laws or regulations including, but not limited to, those which impact funding require the District to modify the first sentence in this section A.8 the language

shall be removed or modified to be in compliance with law or regulation and any modification will be negotiated only to the extent specifically required by said law or regulation. Nothing in this section A.8 shall prohibit teachers and administrators from having professional discussions about test scores including discussions about the scores of the students currently or previously taught by the teacher.

## B. DEFINITION OF TERMS

1. Evaluation: A process that is composed of at least three parts. Those are:
  - a. The written goals and objectives, or the development of an annual professional plan.
  - b. Observation(s), formal/informal.
  - c. A summary written evaluation.
2. Evaluator: An evaluator shall be the site principal, assistant principal, program director, or designated administrator with direct oversight responsibility of the evaluatee's program.
3. Goals and Objectives: A goal is an individualized plan that states what a unit member will strive to achieve as related to their instructional position during the school year . An objective is the method(s) to be used by the unit member to achieve the goals that have been established.
4. Annual Professional Plan: Individualized annual plan developed by permanent and identified experienced probationary unit members for the express purpose of providing a self-evaluative program of growth.
5. Observation : Observation is the basis for the summary evaluation as written by the site principal or assistant principal. All other observations and supervision activities performed by other than the evaluator are not to be a part, either directly or indirectly, of the summary evaluation without the written permission of the evaluatee.
6. Informal Classroom Observation : Shall be a classroom visit of an unspecified period of time, with or without prior notification of the visit. Feedback may be provided. If a form is used to provide feedback, unit members will have input into the process for creating the form. The employee may submit a written response to the feedback given by the evaluator.
7. Formal Classroom Observation : Shall be at least 30 minutes to one (1) period in duration. Shall be preceded and followed by conferences between evaluator and evaluatee.

### C. EVALUATION OF PERMANENT TEACHERS

1. Permanent teachers shall be evaluated once every other year. When a permanent employee has received a needs improvement or an unsatisfactory summary evaluation, the employee will be evaluated annually by his or her current evaluator until the employee receives a positive evaluation or is separated from the District.
  - a. If an employee requesting a transfer or reassignment in accordance with Article X has received two consecutive summary evaluations rated lower than Meets or Exceeds District Standards in their two most recent summary evaluations and at least one of the two summary evaluations is rated Unsatisfactory, then the employee will have no priority consideration for any vacant positions. The District may still grant a transfer or reassignment request after considering the educational and operational needs of the District or the site(s).
2. By October 15, the evaluator shall confer with all permanent teachers being evaluated that year to establish in writing either goals and objectives or an annual professional plan and may review site goals and the summary evaluation process.
3. During the year a teacher is being evaluated, the evaluator may conduct one formal observation to occur no later than April 30.
4. Not later than May 1 of the year that the permanent teacher is to be evaluated, the evaluator shall meet with the unit member and discuss his/her summary evaluation.
5. Unit members with permanent status and who have been employed at least ten (10) years with the school district, are highly qualified, as defined in 20 USC Sec. 7801, and whose previous evaluation rated the unit member as meeting or exceeding standards, may be evaluated every five (5) years if the evaluator and unit member being evaluated agree. The unit member or the evaluator may withdraw consent at any time. If the parties do not mutually agree, the process reverts back to C.1 of this article. It is understood that this process may result in an inconsistent practice from site to site.

### D. EVALUATION OF PROBATIONARY TEACHERS

1. All probationary teachers shall be evaluated every year.
2. By October 15, the evaluator shall confer with all teachers being evaluated that year to establish:
  - a. Written instructional goals and objectives for teachers with less than two (2) years experience.

- b. A written annual professional plan or goals and objectives for teachers with three (3) or more years experience.
3. At least three formal observations shall be conducted each year prior to March 15.
4. A summary evaluation and conference shall be scheduled for no later than March 15 in the first and second year of employment.
5. A determination that any probationary teacher has received a needs improvement or an unsatisfactory evaluation shall be recorded on the probationary teacher's evaluation form.
  - a. If an employee requesting a transfer or reassignment in accordance with Article X has received two consecutive summary evaluations rated lower than *Meets or Exceeds District Standards* in their two most recent summary evaluations and at least one of the two summary evaluations is rated Unsatisfactory, then the employee will have no priority consideration for any vacant positions. The District may still grant a transfer or reassignment request after considering the educational and operational needs of the District or the site(s) .

#### E. EVALUATION OF TEMPORARY TEACHERS

1. All temporary teachers may be evaluated every year.
2. The evaluator shall confer with all temporary teachers being evaluated to establish instructional goals and objectives which shall be put in writing.
3. Three formal observations may be conducted during the year the temporary teacher is evaluated before April 30.
4. A summary evaluation and conference shall be scheduled no later than May 1.
5. A determination that any temporary employee has received a needs improvement or an unsatisfactory evaluation shall be recorded on the temporary employee's evaluation form.

#### F. FORMAL CLASSROOM OBSERVATION (if used)

1. The provisions of this Article do not preclude other methods of evaluation and observation by the evaluator. Evaluators and evaluatees may suggest other methods of evaluation and observation which, if mutually agreed upon, will be utilized in the individual's evaluation process.



- a. A formal classroom observation shall be arranged by the evaluator and the evaluatee at least two (2) days in advance of the observation . This requirement may be waived at the discretion of the evaluatee.
- b. This classroom observation shall be preceded and followed by a conference during which evaluator and evaluatee shall discuss data relevant to the observation. The evaluator's observation shall be put in writing (Appendix D).
- c. In the event of a negative classroom observation, the evaluatee may request additional formal classroom observations.

2. Formal classroom observations may be waived by mutual agreement.

#### G. WRITTEN SUMMARY EVALUATION

1. The summary evaluation may include at least one formal classroom observation lasting thirty (30) minutes or one full period which shall occur by April 30.
2. The summary evaluation shall not be based solely on classroom observations.
3. The summary evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the employees.
4. A copy of the written summary evaluation shall be presented to a permanent employee not later than May 1.
5. Within seven (7) days, the employee may attach a written response to the summary evaluation before such evaluation is placed in the employee's personnel file located in the District Office.
6. The written summary evaluation, goals and objectives, and observation forms will be jointly developed by the Association and the district and no other forms may be used for purposes of observation and evaluation without the mutual consent of the Association and District.
7. The selection by the eligible unit member of either an annual professional plan or goals and objectives shall not reflect negatively upon the summary evaluation.

#### H. FORMATS

A variety of formats may be used for the annual professional plan.

The following certificated employees will be evaluated using the four domains (Framework for Teaching - Appendix E):

Speech Pathologists  
Nurses  
Counselors

The above mentioned employees will use the "Framework" for their field (Appendix E) formal Evaluation form for their field (Appendix E), Employee Reflection Form (Appendix E - this form is optional), and Summative form (Appendix E). The Framework for Teaching uses four domains of professional practice which are aligned to the standards of each specific profession.

Speech Pathologists, Nurses, and Counselors will be evaluated using the same evaluation timelines and procedures that are used for probationary and permanent teachers as noted in Article XII (C through H).

## ARTICLE XIII: SALARIES

### A. BASIC TEACHER'S SALARY SCHEDULE

1. The District hereby adopts a single Salary Schedule, the provisions of which shall apply to all personnel recognized in Article II of the Agreement with the Western Placer Unified School District. All salary schedules shall be based on training, experience, and years of service.
2. One step on the salary schedule shall be allowed for each successful year of service as an employee of the District, except for the first year of employment in the District in which they must be in paid status at least 50 percent of the school year.
3. It is also our hope that these regulations will affect the realization of the following additional objectives: To attract and keep competent teachers, and to encourage all teachers to improve the quality of their teaching services as long as they remain in the employ of the Western Placer Unified School District.

### B. DEFINITIONS

1. A unit shall be evaluated in terms of semester units from accredited institutions.
2. A year shall be designated as the time from July 1 of one year to June 30 of the next year.
3. A school year is designated on the school calendar as the number of days a unit member is required to work.
4. The base salary shall be the salary represented at Class C-Step 1.
5. A successful year of service is when a unit member has been in a paid status for at least 75% of the school year.
6. Units Committee shall be comprised of two (2) Association appointed members and two (2) administrators appointed by the Superintendent.

### C. UNITS ALLOWABLE ON THE SALARY SCHEDULE

1. If a teacher obtains fifteen (15) units beyond one classification prior to the placement in Column F, he/she is placed on the next higher classification until fifteen (15) or more units have been obtained. Beginning in the 2021-2022 school year, this only applies to certificated teachers on the 2021-2022 Teacher salary schedule.
2. Courses for credit on the salary schedule shall be limited to upper division or graduate courses from a regionally accredited institution. Credit for other units will be guaranteed only on prior approval of Units Committee.
3. Employees will be advanced by not more than one salary class in any one-year (horizontal movement).
4. During the first year of employment with Western Placer Unified School District, bargaining unit members will be eligible to move one column any time during the first year if they meet the requirements in C.1 and 2. Units must be submitted to the Personnel Department no later than the 1st of the month for the salary advancement to become effective on the next available end-of-month payroll. The first salary advancement is not retroactive.
5. A bonus of 2.5 percent of F-1 on the Teacher Salary Schedule will be added to the salary of an employee with an earned Master's degree, who submits evidence of such degree in accordance with Section D, Deadline Dates, below.
6. A stipend of \$2,000 will be added to the salary of an employee who serves as a Special Day Class or Resource Specialist Teacher.

### D. DEADLINE DATES

1. All unit members must file a Statement of Intent (Appendix F) by February 15 indicating whether they are planning on moving from one column to another for the next year.
2. Grade cards and/or official college transcripts must be submitted to the District by November 1 of the year in which unit credit is to be applied to the salary schedule.

### E. TEACHER ENTERING THE SYSTEM

1. New teachers entering Western Placer Unified School District system will receive full credit for each year of experience teaching in United States/American schools requiring a United States/American credential for up to fourteen (14) years of service. Teachers who serve in an intern capacity, while holding a valid intern credential, will receive up to one (1) year of credit towards salary schedule placement for this experience. Teachers

with long-term substitute experience will not receive credit towards salary schedule placement.

- a. New nurses entering Western Placer Unified School District system will receive full credit for each year of experience working as a school nurse requiring a school nurse credential for up to fourteen (14) years of service.

2. All credits shall be evaluated at the time of hiring if credit is desired.

#### F. DISTRICT SPONSORED UNITS

In addition to units from accredited institutions, units may be awarded for salary schedule purposes for District approved in-service activities, District approved committees, or District approved projects.

1. Participation in District approved and sponsored in-service:
  - a. Fifteen (15) hours of participation for one unit of credit.
  - b. These hours of participation must be outside of the regular hours of contract day or contracted duty year and for which there is no pay.
2. Participation in District approved committees:
  - a. Fifteen (15) hours of participation for one unit of credit.
  - b. These hours of participation must be outside of the regular hours of contract day or contracted duty year and for which there is no pay.
  - c. Committee work must be approved by the Units Committee.
3. District approved projects:
  - a. A unit member or group of unit members may submit a written proposal for a project that would benefit their classroom(s), school, or the district. These projects may include but are not limited to curriculum, in-service, and/or travel.
  - b. The proposal shall be submitted to the unit member's supervisor, Assistant Superintendent of Educational Services, and the Units Committee.
  - c. After consulting with the applicant(s), the supervisor(s), Assistant Superintendent for Educational Services, and Units Committee will approve/disapprove the proposed project.

- d. The work to be completed, proposed timeline, and number of units to be potentially earned will be agreed upon at the time of approval.
- e. Upon conclusion of the project, the Units Committee will make the final determination for the granting of units. This determination shall be submitted in writing to the District Office by the Units Committee.

#### G. SALARY SCHEDULE

1. See the following attachments in Appendix A for salary schedules:
  - Teacher Salary Schedule
  - Counselor and Nurse Salary Schedule
  - Speech and Language Pathologist (SLP) Salary Schedule

Adjustments to these salary schedules will be available on the Western Placer Unified School District website.

2. The Counselor and Nurse salary schedule shall be an additional ten percent (10%) above normal placement on the certificated salary schedule (Appendix A).
3. WPTA members serving as school nurses will be placed on the Counselor and Nurse salary schedule. School nurses will be required to work 199 days.

#### H. SPECIAL ASSIGNMENT SALARY SCHEDULE

1. Bargaining unit employees who are designated by the District to perform the duties of the assignments listed in Appendix B shall receive the appropriate compensation listed in Appendix B. Employees who serve less than a full year, or less than a full assignment, shall receive a pro-rated stipend.
2. Each year the principal of each school site shall submit in writing a list of persons authorized to serve in the special assignments to the District office. This shall be done as soon as possible so these persons can be paid in accordance with the supplemental salary schedule.
3. Certificated staff authorized to fill special assignments shall be paid in accordance with the criteria for establishment of supplemental pay, which is based upon yearly extra-curricular schedules and time factors involved. The pay will be stated as a percentage of the base salary (C-1) except as otherwise noted in Appendix B.
4. If a new special assignment job classification is established, the District will negotiate with the Association over the appropriate salary for this classification. If possible, said negotiations shall take place prior to the filling of the position. The salary subsequently

agreed upon shall be retroactive to the first day the position was filled. These new assignments will be included in Appendix B.

5. If there is any substantial change in the duties of any existing special assignment job classification, the District will negotiate with the Association regarding possible modification in the salary for such position and any modification in the salary for such position agreed to will become effective on the first day that the change in duties became effective.
6. A new special assignment job classification shall be defined as any position that receives compensation over and beyond the salary schedule (Appendix A).

#### I. OTHER SPECIAL ASSIGNMENT JOB CLASSIFICATION

1. The District will notify the Association Bargaining Chairperson of stipends offered to bargaining unit members not included in Appendix B at its inception and by September 15 of each school year regardless of the source of funding for the position. Notification will include title of the stipend, site(s), duties, date posted, approximate hours required, compensation, and comments if necessary.
2. Within fifteen (15) instructional days of each notification by the District, the Association will notify the district if the stipend will be negotiated using the process outlined in H.5 of this article.
3. Using 2002 -2003 as a base school year, only stipends offered more than once to bargaining unit members will be subject to 1.2 of this section.

## **ARTICLE XIV: EMPLOYEE BENEFITS**

### **A. COST CONTAINMENT COMMITTEE**

A health care cost containment committee shall be formed. It shall be comprised of two Association representatives and two District representatives and representatives from other groups (at the discretion of the District).

1. This committee shall be charged with annually reviewing District health plans for cost-effective alternatives and may make recommendations, which shall be subject to negotiations.
2. Annual recommendations for health insurance shall include a minimum of three alternatives. One of the alternatives shall be Kaiser and at least one alternative shall permit retirees who have at least reached the age of sixty-five (65) to participate upon timely payment by the retiree of the required premium.
3. The Association shall activate this committee not later than February 1 of each year of this contract.

### **B. BENEFIT PACKAGE**

The required maximum District monthly health benefit (including dental and vision) contribution for a unit member shall be \$1201.99 per month. Premium amounts in excess of \$1201.99 are the responsibility of the employee.

The required maximum District monthly contribution for a unit member enrolling in a high deductible health insurance plan, eligible for Health Savings Account (HSA), (including dental and vision) shall be \$1201.99 per month. Additionally, the District will contribute the amount equal to the difference between the high deductible plan premium (including dental and vision) and the maximum cap of \$1201.99 to an employee specific Health Savings Account at a reputable third party administrator. HSA contributions shall not exceed the annual Federal IRS maximum contribution for HSA's, determined by whether the employee is enrolled in single or family (for this purpose "family" includes plus children, plus spouse or plus family) coverage. If the District annual contributed HSA amount (difference between \$1201.99 and the medical premium including dental and vision) would exceed the annual Federal IRS maximum, then the amount of the IRS maximum would be divided by twelve and that amount would be contributed to the employee's HSA each month. If the premium for the high deductible plan (including dental and vision) meets or exceeds \$1201.99 per month (the District maximum benefit cap), then the District will not be contributing to the HSA. District contributions to HSA's will be determined for the fiscal year based on the Federal IRS maximum at the time of open enrollment and will not be adjusted during the fiscal year if the Federal IRS maximum changes.



## 1. Health Insurance

- a. The District shall provide each eligible unit member, and eligible dependents where appropriate, with the option of enrolling in Kaiser , or one of the agreed upon alternative health insurance plans.
- b. Unit members who are absent on account of prolonged illness who have exhausted their accumulated paid leaves and are therefore on the 39-month reemployment list shall continue to receive full insurance coverage to be paid by the District for that period of illness not to exceed eight (8) months following exhaustion of said leave. In order for a unit member to avail themselves of this additional coverage the employee must sign up for COBRA benefits and the District will make payments to the COBRA administrator in an amount equal to or less than the maximum amount the District contributes towards active employee benefits, as described above, depending on the plan selected by the unit member. The unit member will be responsible for any amount due to the COBRA administrator in excess of the amount the District contributes towards active employees as described above.
- c. Unit members on approved unpaid leaves of absence may continue to receive health insurance coverage for the period of the leave at the employee's expense .

## 2. Dental Insurance

The District shall provide each eligible member, and eligible dependents where appropriate, with a dental plan. The plan (carrier) shall be determined by the Association and the District. Dental coverage will be \$2000 maximum per annum.

## 3. Vision Care Plan

The District shall provide each eligible unit member, and eligible dependents where appropriate, with a vision care plan. The plan (carrier) shall be determined by the Association and the District.

## 4. Life Insurance

The District shall provide each full-time eligible unit member with a life insurance policy. The policy shall be provided by The Standard Insurance Company Basic Life and Accidental Death or Dismemberment or its current equivalent) unless otherwise agreed to by the Association and the District. Premiums paid by the District are in addition to the medical, dental and vision premiums.

The unit member may provide, at his/her own expense, each of his/her family members with a life insurance policy through payroll deduction subject to carrier restrictions.

## 5. Income Protection

The District shall provide each full-time eligible unit member with an income protection policy. The policy shall be provided by The Standard Insurance Company (Disability or its current equivalent) unless otherwise agreed to by the Association and the District. Premiums paid by the District are in addition to the medical, dental and vision premiums.

## 6. Open Enrollment

The open enrollment period shall be at least fifteen (15) days unless information from any insurance carrier is not released in a timely manner.

## C. TRANSITION COVERAGE - (COBRA)

1. Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate for up to eighteen (18) months or the amount prescribed by law. Group health plan includes the package of health, dental, vision, and prescription coverage.
2. In certain circumstances, an employee's spouse, former spouse, or dependent child may have a right to continued coverage for up to 36 months.
3. All such continued coverage is at the sole cost of the employee or other qualified individual. Continued coverage may be subject to an administrative fee.

## D. ELIGIBLE EMPLOYEES

1. Unit members are eligible when working at least half-time. Unit members working from .5 to .99 FTE shall be entitled to receive pro-rated health and life insurance benefits . Entitlement shall be based on the ratio of the employee's contracted service to 1.0 FTE.
2. Participation shall be subject to lawful rules of the insurance provider and timely payment of the remaining balance by the employee through payroll deduction.

## E. RETIREE BENEFITS

1. The District may offer unit members the Golden Handshake Additional Service Credit program authorized by Education Code 44929 between July 1 and March 1.
2. The District agrees to make available medical (including prescription), dental, and vision to an employee who retires during the life of this contract. The plans provided shall come from the same broker as active employees subject to the following conditions :

- a. The unit member must have served at least fifteen (15) years in the Western Placer Unified School District as an employee; those members with fewer than fifteen (15) years may choose to enroll in the benefit package at their own cost.
  - b. The member must have reached a minimum of age fifty-five (55).
  - c. The District obligation under this provision shall not exceed the amount equal to the Kaiser Health HMO Retiree only Rate plus dental, and vision, not to exceed \$1,201.99 monthly. This retiree benefit will be for a maximum of seven (7) consecutive years or until the age sixty-five (65), whichever comes first for unit members with 15-19 years of consecutive service in the Western Placer Unified School District. For unit members with 20 or more years of consecutive service in the District, the retiree benefit will be for ten (10) consecutive years or until age sixty-five, whichever comes first. This amount will be paid directly to appropriate insurance carriers.
  - d. The required maximum District monthly contribution for a retiree choosing a High Deductible Health Plan (dental and vision included) plus the District Health Savings Account contribution will not exceed E.2.c. The Retiree is responsible for any tax implications of the District's contribution to the Health Savings Account.
- F. Unit members who retire at 65 years or older with 20 or more years of consecutive service within the district may choose one of the following options:
- 1. A monthly district contribution up to \$450 per month to be used toward supplemental medical, vision, and/or dental benefits for twelve months. Plans provided shall come from the same broker as active employees.
  - 2. A one-time lump sum of \$5,000 paid through supplemental payroll. The retiree is responsible for any tax implications of the lump sum payment.
- G. Benefit (E.2.c.) is only available to employees who:
- 1. Submit, in writing, their letter of retirement between the dates of July 1 and March 1, and
  - 2. Elect, in writing, to receive this benefit.

## **ARTICLE XV: WORK YEAR**

### **A. TEACHING DAYS**

Days during which students are required to be in attendance or for which attendance is credited.

### **B. DUTY DAYS**

Days during which unit members are required to be in attendance.

### **C. WORK-DAY /WORK YEAR**

1. Starting with the 2017-2018 school year, there shall be 180 teaching days plus four (4) additional non-ADA days for a total of 184 duty days. Starting with the 2017-2018 school year, teachers new to the District shall work one (1) additional non-ADA day for a total of 185 duty days. 90 minutes of the additional non-ADA day for new teachers will be allotted to Western Placer Teachers Association.
2. Starting with the 2017-2018 school year, counselors shall work 201 days per year. These days will be scheduled by the counselor and their site principal.
3. Starting with the 2017-2018 school year, school nurses will have a 184 day work year and will be required to work an additional 15 days outside of this work year.
4. Only the start and stop of the duty days, the number of days between, number and placement of zero days, as well as the number, functions, and placement of the non ADA days, are negotiable.
5. A Calendar Committee comprised of 3 WPUSD representatives, one of which will be the chairperson and 3 WPTA representatives will be formed and shall develop a calendar which includes the start and stop of the duty days, number of days between, number and placement of zero days, as well as the placement of non-ADA days.
6. Prior to December 1st, the number and function of non-ADA days for the following school year will be determined through negotiations.
7. By December 1st, the chairperson of the Calendar Committee will be informed of the number and function of the non-ADA days for the following school year, as per C.5 of this article.
8. By February 1st, the Calendar Committee will submit a calendar proposal reached by consensus (support of every member of the committee) for the following school year to the WPTA and WPUSD bargaining teams for tentative agreement. If consensus cannot

be reached by February 1st, the chairperson will forward the committee's options and data to the WPUSD and WPTA bargaining teams to be negotiated using C.4 above.

9. Calendar committee meetings will be held beyond the workday and not count as a meeting described in Article VII.A of the collective bargaining agreement.

#### D. STAFF DEVELOPMENT DAYS

1. All staff development, which occurs beyond the teacher's work day, must be pre-approved by the District.
2. Additional staff development may be compensated at the hourly rate (See Appendix A) or converted to units toward advancement on the salary schedule at the District's discretion.
3. Since attendance at staff development beyond the teacher's work day is optional, teachers cannot be held accountable for information/materials received during staff development held beyond the teacher's work day unless they attended the staff development training and were compensated for said training.
4. Staff development opportunities must meet one of the following categories:
  - WPUSD Sponsored Staff Development,
  - PCOE Sponsored Staff Development,
  - WPUSD Endorsed Staff Development

#### **ARTICLE XVI: SAVING PROVISIONS**

- A. If any provisions of the 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 required by law, but all other provisions will continue in full force and effect.
- B. Should a provision or application be deemed permissive, the District shall maintain such benefit for the duration of the contract, unless such provision is declared "contrary to law" as in paragraph A above.

## **ARTICLE XVII: CONCERTED ACTIVITIES**

- A. It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing 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 recognized 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, slow-down, 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 actions.

## **ARTICLE XVIII: PUBLIC AND PARENTAL COMPLAINT PROCEDURE**

### **A. PHILOSOPHY**

This article is intended to provide the public a forum and a process to present official complaints about a unit member. The process herein seeks to ensure the public's right to express concerns and to protect the rights of the unit member and students. This article is not intended to provide a forum or process for one WPUSD employee to present a complaint against another WPUSD employee. Complaints from one WPUSD employee against another WPUSD employee should follow the process outlined in Administrative Regulation 1312.1 (a). Additionally, it is not the design of this process to presume guilt on the part of the unit member nor compromise any party's right to due process.

### **B. PUBLIC CITIZENS COMPLAINT**

No negative and/or unsatisfactory evaluation shall be predicated upon information or material of a derogatory or critical nature, which has been received by the evaluator from a parent and/or citizens unless the following procedures have been followed in Section C below.

### **C. PROCEDURE**

1. Parent/citizens with a complaint shall be encouraged to address concerns to the unit member as a first step. The District may require site based teachers to attend a meeting to resolve a formal parent complaint. Prior to meeting outside the unit member's work day, alternate meeting times will be sought such as, but not limited to; meeting during a preparation period, conference calling, providing a substitute, and administration covering the class. If the meeting occurs outside of the unit member's work day, the unit member will be eligible to submit a timecard for time exceeding sixty (60) minutes beyond their contract day. This compensation will be at the district hourly rate.
2. Any parent or citizen complaint about a unit member shall be reported to the unit member by the administrator, or reported to the administrator if received by the unit member as soon as practicable, and in a timely manner to prepare all parties for a conference if the complaint may result in negative material being placed in the unit member's personnel file.
3. If the complainant does not want to meet with the unit member, then:
  - a. The complainant will meet with the unit member's supervisor.
  - b. The supervisor will meet with the unit member to address concern(s).



- c. The supervisor will inform the complainant of the efforts made to reach resolution of the concerns within the limits of confidentiality of personnel matters.
- 4. If the matter has not been resolved at Step 3:
  - a. If the matter has not been resolved at Step 3 above to the satisfaction of the complainant, the complainant may then submit a written statement of the substance of the complaint. This statement shall identify the complainant and give the specific allegations involved. This statement shall be given to the unit member, with a copy going to the immediate supervisor before the process will go to Step 5 below.
  - b. If the matter has not been resolved to the satisfaction of the unit member at Step 3 above, the process may continue to Step 5 below, only if Step 3 resulted in negative material being placed in the unit member's personnel file. Mediation is needed prior to investigation at the district level.
- 5. An investigation shall take place and shall include the supervisor meeting with all appropriate parties including the complainant and the unit member, who shall have the right to have a representative present. This investigation shall be conducted in a manner to determine the accuracy, validity, and seriousness of the complaint. After considering all information, the immediate supervisor shall make a decision as to the appropriate action to be taken.
- 6. If either the complainant or unit member believes that the investigation in Section 5 above was inadequate, biased, or insufficient, they have the right to appeal in writing to the Superintendent or his designee and then to the Board of Trustees. The appeal shall state how the investigation was inadequate, biased, or insufficient.

## **ARTICLE XIX: REDUCED WORK YEAR**

The purpose of this program is to provide an alternative to early retirement for staff members who may wish to reduce their work year. Unit members interested in participating in a Reduced Work Year must notify the Director of Human Services by April 15th of their intent.

A. The following criteria shall be applied in selecting employees for a reduced work year.

1. The employee must have reached the age of fifty-five (55) prior to a reduction in his/her workload.
2. The employee must have been employed fulltime in a certificated position for at least ten (10) years, and the employee must have been employed full time in a certificated position at least five (5) years in the District prior to his/her reduction in workload.

B. The terms and conditions of employment, for employees employed at a reduced work year, shall be as follows:

1. The minimum reduced work year shall be the equivalent of one-half (1/2) the number of required certificated duty days required by the employee's contract of employment during his/her final year of service in a full-time position.
2. The structure of the reduced work year shall be mutually agreed upon by the employee and the District. Such options shall include, but not be limited to, full day employment for at least one-half (1/2) of the school year or half-day employment for the entire school year.
3. Reduced work year employment may continue for up to ten (10) years and can be revoked prior to that time only with mutual consent of the District and the employee.
4. A reduced work year employee may apply, subject to other provisions in this contract, for early retirement.
5. A reduced work year employee shall be paid the pro-rata proportion of his/her normal placement on the salary schedule (i.e., had he not elected reduced work year employment).

C. The reduced work year employee shall be entitled to receive the same rate of District paid S.T.R.S. and Health Benefits as a regular work year employee for each year of his/her service as a reduced work year employee. Any required employee contribution shall be paid by payroll deduction whenever possible. Alternative arrangements shall be made for months of non-employment.

## **ARTICLE XX: UNIT MEMBER BUDGET**

- A. Each full-time unit member shall, upon request, be permitted to use lottery dollars pursuant to the terms of this article.
- B. The dollars available shall be the lesser of:
  - 1. The quarterly lottery payment which is actually received by the District closest to the beginning of the instructional year divided by the number of bargaining unit members; or
  - 2. The sum of \$500.00.
- C. The dollars shall be used for supplies, materials, workshops, and/or equipment, which is directly related to that unit member's curricular assignment. This provision shall not preclude unit members with like needs from combining their allocations. All items purchased belong to the District and capital outlay items remain with the site where the unit member is assigned unless approved by the principal.
- D. Purchases shall be subject to all District policies/regulations and accounting practices.
- E. Any dollars not used prior to June 30 of any fiscal year shall be carried over to the following school year. At no time can more than the yearly allotment be carried over in any one year.
- F. Each school site in the district shall be allocated monies from the general fund to establish a discretionary budget for the site. The site level budgeting of these funds shall be done in consultation with unit member representation from the school site.

## **ARTICLE XXI: AGENCY SHOP**

### **A. DUES**

Any unit member who is a member of WPTA/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 of such annual dues from the regular salary check of the unit member each month for ten months during each school year.

### **B. FAIR SHARE**

1. Except as noted in paragraph 8.3. below, any unit member who is not a member of WPTA/CTA/NEA, or who does not make application for membership at the effective date of this agreement or within thirty (30) days from the date of commencement of service within the bargaining unit, shall either become a member of the Association or pay to the Association a representation fee in an amount which shall not exceed unified membership dues, initiation fees, and general assessments.
2. In lieu of such lump sum cash payment, the unit member may authorize payroll deduction for such fee in the same manner as provided in Paragraph A of this article.
3. Unit members employed during the 1988-89 school year and who were not members of the Association on the last student attendance day of the 1988-89 school year will have the option of:
  - a. Becoming a member of WPTA/CTA/NEA.
  - b. Contributing a fee equal to unified dues and general assessments fee and not becoming a member. A rebate of non-representation costs may be requested by the unit member.
  - c. Or contribute an amount equal to the total fee to one of the charitable organizations listed in C.1 below.

### C. RELIGIOUS BELIEFS

1. Any employee who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting WPTA as a condition of employment; shall pay, in lieu of a service fee, to one of the following organizations exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.
  - a. United Fund
  - b. American Cancer Society
  - c. Mulligan Scholarship Fund
  - d. Sierra Family Services
  - e. WPTA Scholarship Fund
  - f. Foundation to Assist California Teachers
  - g. A charity, as defined above, of the employee's choice.

Such payment shall be made on or before October 15 of each year.

2. Proof of payment pursuant to paragraph C.1 above shall be made on an annual basis to the Association.
3. Any employee making payments as set forth in paragraphs C.1 and C.2 above, and who requests that the grievance or arbitration provisions of this agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

### D. DISTRICT RESPONSIBILITIES

With respect to all sums deducted by the District pursuant to authorization of the employee, whether for membership dues or equivalent fees, the District agrees to promptly remit such monies to the Association together with an alphabetical list of unit members for who 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.

### E. ASSOCIATION RESPONSIBILITIES

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

2. In the event that a unit member shall not comply with the requirements set forth in paragraph A., B., or C., the Association shall so inform the District, and the District shall immediately begin automatic payroll deductions as provided in Education Code, Section 45061 and in the same manner as set forth in Section A of this article. There shall be no charge to the Association for such mandatory agency fee deductions.

F. INDEMNIFICATION AND HOLD HARMLESS

1. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred by the District in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association agrees that payments under this provision shall be made on a monthly basis.
2. The Association agrees to indemnify and hold the District harmless from any award or judgment, which may result against the District due to the agency fee provisions of this Agreement or their implementation.
3. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Paragraph F.1 or F.2 shall or shall not be compromised, resisted, defended, tried, or appealed.

## **ARTICLE XXII: SHARED CONTRACT**

### **A. PURPOSE**

In contrast to the provisions of Article VIII and Article XX, the purpose of shared contracts is to provide options to share the responsibilities for one (1) full-time position .

### **B. DEFINITION**

Shared contract is defined as:

1. working one-half (1/2) day, either morning or afternoon, on every day that students are present; or
2. working one-half (1/2) of the number of days required of a full-time employee; or
3. other arrangements approved by the District.

### **C. SHARED CONTRACT PROCEDURES**

All shared contract proposals and the terms thereof with bargaining unit members are subject to the approval of the affected employees and the superintendent on an annual basis. Shared contracts are subject to the following approval guidelines:

1. The written plan shall be submitted to the superintendent and a copy to the WPTA President prior to February 1 of the school year preceding the school year for which the shared contract is requested.
2. Each requesting employee must have permanent status with the District and must be properly credentialed including CLAD and Highly Qualified for the shared positions as defined by applicable state and federal guidelines. Teachers are eligible to participate in a shared contract by mutual agreement of the teachers and subject to the annual review and approval of the superintendent with site administrator consultation.
3. After plans are reviewed by the District and the Association, up to seven (7) plans submitted to the superintendent by the deadline may be approved. No more than seven shared contracts, excluding district initiated contracts, will be approved for a school year. If more than seven plans are submitted to the superintendent by the deadline and all are acceptable to the superintendent, the final determination of which seven plans are approved is completely at the discretion of the superintendent. District initiated shared contracts may be reviewed.

- a. The superintendent's decision to approve or not approve specific plans submitted for shared contracts under sections C(2) and C(3) above shall not be subject to the grievance procedures established in Article VI.
4. Each certificated employee in a shared contract may return to their previous FTE status at the end of the shared contract as provided in Article X (F.6).
5. If one of the teaching partners vacates their portion of an approved shared contract, the remaining partner will either assume the full-time position or with District approval, continue to share the position.
6. Both teachers in an approved shared contract commit to signing their Certificated Staffing Assignment Notice within ten (10) days of receipt. If the shared contract request has been approved, both teachers in the shared contract must request a part-time leave of absence from their full time teaching positions.

#### D. PLAN REQUIREMENTS

1. Two teachers will jointly submit the written plan.
2. Each certificated employee in a shared contract will be required, unless otherwise arranged with the site principal, to attend faculty meetings, IEP meetings, non-duty days, Back to School and Open House nights, and parent conferences .
3. Each certificated employee in a shared contract will be evaluated per the process described in Article XII.
4. Each shared contract proposal should address the following:
  - a. Classroom management and instruction
  - b. Substituting for teaching partner's absence
  - c. Supervisorial duties
  - d. Field trips
  - e. Advantages to the team approach
  - f. Which of the two teachers shall have the right to retain the shared position at the end of the shared assignment.



## **ARTICLE XXIII: SUMMER SCHOOL INSTRUCTION**

### **A. DEFINITION**

The provisions contained in this article shall apply to the instructors of all summer school instructional programs offered by the District for the benefit of the students.

### **B. COMPENSATION**

The compensation for summer school programs shall be calculated as:

- assignment/hourly rate as stated in Appendix A x (times)
- the number of hours per day x (times)
- the number of summer school days plus one teacher preparation day.

The principal may require attendance at one (1) orientation meeting prior to school, or one (1) information meeting on the preparation day, and no more than two (2) meetings not to exceed thirty-five (35) minutes beyond the student day. Compensation for attendance at these meetings is included in the formula outlined in this paragraph.

### **C. WORK DAY**

Bargaining unit members shall report to summer school classrooms fifteen (15) minutes before classes start and may leave at the completion of their duties. Teachers may be required to stay up to fifteen (15) minutes after their last class, if asked to do so by the principal.

### **D. SICK DAY**

Each four to six week teaching position shall be entitled to one summer school sick day (e.g. 4.5 hours) without any reduction in pay. This sick day may only be utilized for the illness of the unit member. The most senior bargaining unit member in a shared teaching position will receive the assigned sick leave, unless otherwise agreed to by the teaching partners. The summer school sick day will not roll over into an employee's regular sick leave. Additional non-attendance will be subtracted from the summer school stipend at the amount equal to:

- the hourly rate as stated in Appendix A x (times) the number of hours per day.

### **E. APPLICATION PROCESS**

1. Selection and appointment of bargaining unit members serving in summer school programs shall be the responsibility of the District in compliance with this article.

2. Bargaining unit members of the District shall be given preference over outside applicants for summer school programs placement.
3. The vacancies for all summer school employment opportunities shall be posted in a conspicuous place at each school site and district office for at least ten (10) workdays.
4. For summer school assignments, the District shall conduct an application process prior to May 1. By Friday before the last week of school, all applicants shall be notified of their tentative selection or non-selection. This timeline may be extended by five (5) days to accommodate fluctuations in enrollment.

F. CLASS SIZE LIMITS FOR REMEDIAL AND RSP SUMMER SCHOOL

1. K -1st grade students enrolled in remedial summer school shall be in classes and/or groups of no larger than 20 students for each credentialed teacher.
2. 2nd -3rd grade students enrolled in remedial summer school shall be in classes and/or groups of no larger than 20 students for each credentialed teacher.
3. 4th -5th grade students enrolled in remedial summer school shall be in classes and/or groups of no larger than 20 students for each credentialed teacher.
4. 5th -8th grade students enrolled in remedial summer school shall be in classes and/or groups of no larger than 28 students for each credentialed teacher.

At the end of the first ten (10) instructional days, if the enrollment in a class exceeds the class size limits, the teacher(s) of that class will receive \$3.87 per student per hour for each day that the enrollment exceeds the stated maximums. (See Appendix C)

Class size limits do not apply to grant funded, or non-remedial summer school programs.

G. CLASS SIZE FOR EXTENDED SCHOOL YEAR (SPECIAL EDUCATION -SOC)

1. Pre-K SOC: 12 students enrolled with at least one aide assigned to the class
2. Elementary SOC: 16 students enrolled with at least one aide assigned to the class
3. Middle and High School SOC: 16 students enrolled with at least one aide assigned to the class

## **ARTICLE XXIV: SUPPLEMENTAL INSTRUCTION**

### **A. DEFINITION**

The provisions contained in this article shall apply to all supplemental instructional programs offered by the District for the benefit of students.

### **B. COMPENSATION**

The hourly rate of pay for bargaining unit members whose principle responsibility is providing instruction in supplemental instructional programs shall be no less than the assignment-hourly rate stated in Appendix A.

## **ARTICLE XXV: SAFETY**

### **A. SAFE WORKING CONDITIONS**

1. Unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being.
2. Following notification and determination by the District of the severity of the condition, the district shall remediate any unsafe or hazardous condition:
  - a. Unit members shall immediately report potential situations of unsafe or hazardous conditions to their principal or supervisor using the work order form and indicating the request as an unsafe or hazardous condition to be evaluated.
  - b. The principal or supervisor shall then immediately report the matter to the Superintendent and/or proper District employee for appropriate action.
  - c. The reporting unit member shall be informed of the action taken and proposed timeline for said action, if any, by the principal, supervisor or appropriate District employee within five (5) business days.
  - d. In the event the unit member disagrees with the proposed solution, or no solution is provided, the unit member has the right to contact CAL-OSHA at [www.dir.ca.gov/DOSH](http://www.dir.ca.gov/DOSH) or (916) 263-2800.
  - e. Unit members shall comply with District requests within five (5) business days when an unsafe condition caused by the unit member needs to be corrected.
3. After determination by the District, unit member attendance shall not be required whenever student attendance is not required due to unsafe conditions, except when students are sent to another location and teacher supervision is needed during the student day.
4. Each school site shall have written procedures for emergency situations. The procedures will be reviewed with the bargaining unit members at the beginning of each school year or with the affected bargaining unit members when changes are made.
5. Each classroom and major work area shall have a telephone with monitored central office intercom service and access to an outside line.
6. Each school site will provide every classroom with a designated hotline to the office. This designated hotline will only be used in case of emergency. All phones shall be labeled with the designated hotline number and unit members whose phones are not labeled appropriately shall notify their supervisor.

7. All science labs and/or classrooms that contain hazardous materials shall be maintained in a safe manner by the unit member and supplied with mandated safety equipment and proper storage in compliance with applicable laws.
8. Each unit member shall participate in and complete all legally required safety training programs provided by the district or a third party trainer.

## B. ASSAULT AND BATTERY

1. While acting in the scope of their employment, unit members may use reasonable force when necessary to protect themselves from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil.
2. Unit members shall immediately report cases of assault and/or battery suffered by them while acting within the scope of their employment to their principal or supervisor . A battery is defined as any willful and unlawful use of force or violence upon another person. An assault is defined as an unlawful attempt, coupled with a present ability to commit, a violent injury on another person. The principal or supervisor shall report any assault or battery to the Superintendent or designee who shall contact the proper law enforcement authorities when appropriate, as determined by the district. The Superintendent shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident or the persons involved, which are subject to the District's policies related to confidentiality.
3. In the event that criminal or civil charges are brought against unit members in connection with an assault and/or battery while the unit member is acting within the scope of his/her employment, as determined by the District's insurer, the District shall provide legal counsel to act in the unit member's defense, when such coverage is included in the District's insurance policy.
4. The District, may pursue legal action against a pupil or the pupil's parent or guardian if a unit member's person or property is injured or damaged by the willful misconduct of the pupil which occurs during the course and scope of employment.
5. When absence arises out of a battery inflicted upon a unit member while acting in the scope of his/her employment, the district will follow all workers compensation and other applicable laws.
6. The District shall notify unit members in accordance with Education Code Section 49079 of a record of conduct demonstrating that a student has caused, or attempted to cause serious bodily injury as outlined in C.5 of this article.

### C. PUPIL SUSPENSION

1. In compliance with Education Code Section 48910, a unit member may suspend a pupil from his/her class for the day of the suspension and the following day for any act enumerated in Education Code Section 48900 et. seq., which includes acts that disrupt the educational process. A list of the grounds for suspension as enumerated in Education Code Section 48900 et. seq., is included on the suspension form which is attached hereto as Exhibit A.
2. Any pupil suspended by the teacher shall not be returned to the unit member's class during the period of suspension without the principal or designee and the unit member's concurrence.
3. The pupil shall not be placed in another regular class during the period of suspension. If the pupil is assigned to more than one class per day, this section shall apply only to classes scheduled during the same time as the class from which the pupil was suspended. The student may be placed in "in house" suspension or ALC, if appropriate, as determined by administration.
4. As soon as possible following the suspension of a pupil by a teacher, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the teacher or the parent or guardian request.
5. Each year teachers shall receive from the District information regarding student discipline before their classroom duties begin and throughout the duration of the school year utilizing Aeries or any other student information system. At a minimum , student disciplinary action which results in suspension or expulsion shall be documented in the District's student information system program including the grounds for suspension as enumerated in Education Code sections 48900 et. seq. Other disciplinary action included in the student information system, as determined by the administration, will be available to the unit member.

### D. PUPIL TRANSPORTATION

1. No unit member shall be required to transport pupils in private vehicles. If a unit member transports a student with district approval, the unit member is required to provide evidence of auto insurance in an amount equal to that required by board policy of parent volunteer drivers. The district shall provide liability coverage in excess of the unit member's personal auto policy up to the districts' per occurrence limit.
2. Should the District request that a unit member transport a pupil or pupils in a vehicle owned by the District, the District shall provide primary liability coverage for any liability considered attributed to the unit member while he/she is acting in the scope of their

employment. Unit members shall be provided with documentation of the primary liability coverage applicable while in the scope of their employment, which shall be carried in the vehicle during such assignment.

3. The District shall provide unit member's written authority to take pupils on a school sponsored activity. A unit member, while acting within the scope of their duties during a school sponsored activity shall be indemnified for third-party claims of bodily injury, personal injury, or property damage.

#### E. SPECIALIZED PHYSICAL HEALTH CARE SERVICES

1. The District shall indemnify and hold harmless from liability any unit member who while acting within the scope of his/her employment, performs specialized physical health care services and/or dispenses medication.
2. Specialized physical health care services are defined as those health services prescribed by the student's licensed physician or surgeon requiring medically related training for the individual who performs the services and which are necessary during the school day to enable the student to attend school. Such services include catheterization, gavage feeding, suctioning, or other services that require medically related training.
3. Nurses shall be the only unit member required to provide specialized physical health care services and to dispense medication.
4. Unit members shall report for examination by the nurse or designee, all suspected cases of head lice as soon as possible.
5. Each school site shall be equipped with health care products and facilities as allowed by law.

#### F. PERSONAL PROPERTY LIABILITY COVERAGE

1. In the event any judgment awarded against the student or his/her parent or guardian does not satisfy the damages resulting from the vandalism or theft of the unit member's personal property which occurred during the scope of the member's employment, per each occurrence, the District shall reimburse the unit member for the cost incurred to repair or to replace the personal property, for an amount which is equivalent to the unit member's insurance deductible as established by a proof of insurance certificate, or for an amount not to exceed \$250, whichever is less.
2. When vandalism or theft of personal property occurs and the person(s) responsible for the theft or vandalism are never identified or if accused, not found guilty or liable, if the unit member has filed a police report affirming that the theft or vandalism occurred during the member's scope of employment, per each occurrence, the District shall reimburse

the unit member for the cost incurred to repair or to replace the personal property, for an amount which is equivalent to the unit member's insurance deductible as established by a proof of insurance certificate, or for an amount not to exceed \$250, whichever is less.



APPENDIX A

UNIT MEMBER SALARY SCHEDULES

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
2022/2023 TEACHER SALARY SCHEDULE**

<u>STEP</u>	<u>A</u> AB + 0	<u>B</u> AB + 15	<u>C</u> Credential OR AB + 30	<u>D</u> AB + 45 MA + 0	<u>E</u> AB + 60 MA + 15	<u>F</u> AB + 75 MA + 30	<u>STEP</u>
1	44,056	47,591	54,259	55,233	58,331	60,886	1
2			56,063	57,202	60,418	63,212	2
3			57,931	59,246	62,582	65,631	3
4			59,863	61,366	64,828	68,150	4
5				63,565	67,155	70,766	5
6				65,847	69,573	73,488	6
7				68,214	72,079	76,319	7
8				70,670	74,682	79,264	8
9					77,379	82,325	9
10					80,180	85,508	10
11						88,822	11
12						92,266	12
13						93,650	13
14						95,035	14
15						96,419	15
16						97,803	16
17						99,187	17
18						100,571	18
19						101,955	19
20						103,339	20
21						104,723	21
22						106,108	22
23						107,492	23
24						108,876	24

MASTER STIPEND IS 2.5% OF F-1 - TEACHER SALARY SCHEDULE

\$ 1,522

Special Education Stipend (SDC, RSP) \$ 2,000

ASSIGNMENT - HOURLY

F-1 Placement - Teacher Salary Schedule Daily Rate = \$330.90

\$330.90 daily rate divided by 7.5 hours = \$44.12 hourly rate.

\*2017-18 Salary Schedule reflects an adjustment to cells F13 through F24 equal to .53% and a 1% increase on the Salary Schedule effective July 1, 2017

\*2018-19 Salary Schedule reflects .50% increase with retro back to January 1, 2019

\*2019-20 Salary Schedule reflects Steps F13 & F14 increase by \$1,054, F15 to F24 increase by \$1,200 at each step effective July 1, 2019

Rev 3/16/21 \*2020-21 Salary Schedule reflects increase of \$2,500 in each cell effective July 1, 2020.

Rev 3/16/21\*2021-22 Salary Schedule reflects Steps F13-F24 increased by \$1,275 at each step eff July 1, 2021.

Rev 6/21/22 \*2022-23 Salary Schedule reflects increase of 8.56% effective July 1, 2022

**In addition to the above, the district pays \$14,424 annually towards health benefits**

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
2022/2023 COUNSELOR AND NURSE SALARY SCHEDULE**

<u>STEP</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>STEP</u>
1						66,975	1
2						69,534	2
3						72,195	3
4						74,965	4
5						77,843	5
6						80,836	6
7						83,951	7
8						87,190	8
9						90,557	9
10						94,060	10
11						97,704	11
12						101,493	12
13						103,016	13
14						104,538	14
15						106,061	15
16						107,583	16
17						109,106	17
18						110,628	18
19						112,151	19
20						113,673	20
21						115,196	21
22						116,718	22
23						118,241	23
24						119,763	24

MASTER STIPEND IS 2.5% OF F-1 - TEACHER SALARY SCHEDULE

\$ 1,522

ASSIGNMENT - HOURLY

Work Days

F-1 Placement - Teacher Salary Schedule Daily Rate = \$330.90

Counselor 201

\$330.90 daily rate divided by 7.5 hours = \$44.12 hourly rate.

Nurses 199

\*2017-18 Salary Schedule reflects an adjustment to cells F13 through F24 equal to .53% and a 1% increase on the Salary Schedule effective July 1, 2017

\*2018-19 Salary Schedule reflects .50% increase with retro back to January 1, 2019

\*2019-20 Salary Schedule reflects Steps F13 & F14 increase by \$1,054, F15 to F24 increase by \$1,200 at each step effective July 1, 2019

Rev 3/16/21 \*2020-21 Salary Schedule reflects increase of \$2,500 in each cell effective July 1, 2020.

Rev 3/16/21 \*2021-22 Salary Schedule reflects Steps F13 -F24 increased by \$1,275 at each step eff. July 1, 2021.

3/16/21 Nurses added to Counselor Salary Schedule with 199 work days effective July 1, 2021.

Rev 6/21/22 \*2022-23 Salary Schedule reflects increase of 8.56% effective July 1, 2022

**In addition to the above, the district pays \$14,424 annually towards health benefits**

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
2022/2023 SPEECH AND LANGUAGE PATHOLOGIST (SLP) SALARY SCHEDULE**

<u>STEP</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>STEP</u>
1						64,979	1
2						67,305	2
3						69,724	3
4						72,242	4
5						74,859	5
6						77,580	6
7						80,411	7
8						83,357	8
9						86,418	9
10						89,601	10
11						92,914	11
12						96,359	12
13						97,743	13
14						99,127	14
15						100,511	15
16						101,896	16
17						103,280	17
18						104,664	18
19						106,048	19
20						107,432	20
21						108,816	21
22						110,200	22
23						111,584	23
24						112,969	24

MASTER STIPEND IS 2.5% OF F-1 - TEACHER SALARY SCHEDULE

\$ 1,522

**ASSIGNMENT - HOURLY**

F-1 Placement - Teacher Salary Schedule Daily Rate = \$330.90

\$330.90 daily rate divided by 7.5 hours = \$44.12 hourly rate.

3/16/21 \*2021-22 Salary Schedule created for SLP and reflects \$3,769.96 added to each step eff July 1, 2021.

Rev 6/21/22 \*2022-23 Salary Schedule reflects increase of 8.56% effective July 1, 2022

**In addition to the above, the district pays \$14,424 annually towards health benefits**

## APPENDIX B

### STIPEND/SPECIAL ASSIGNMENT SALARY SCHEDULE

## STIPEND/SPECIAL ASSIGNMENT SALARY SCHEDULE

<u>ASSIGNMENTS</u>	<u>PERCENTAGE</u>
A. YEARLY: ALL SITES (D1)	
Site Tech Trainer	5.0%
Teacher in charge when serving as site administrator	\$100/day
B. YEARLY: HIGH SCHOOL (D1)	
Agriculture Instructor (not less than 40 additional days during the fiscal year) (limited to 3 stipends)	20%
Activities Director, High School	8.5%
Athletic Director, High School	8.5%
Yearbook Advisor, High School	6.5%
Drama, High School	6.5%
Band Director, High School	8.5%
Choir Director, High School	5.5%
Exhibition/Marching Assistant	6.0%
Marching Technician	\$500
Academic Decathlon Advisor	4.2%
Competitive Dance Team	6.5%
C. YEARLY: MIDDLE SCHOOL (C1)	
Activities Director, Middle School	6.5%
Athletic Director, Middle School	6.5%
Yearbook Advisor, Middle School	6.5%
Drama, Middle School	6.5%
Music Director, Middle School	4.2%
D. YEARLY: ELEMENTARY (C1)	
Elementary Assessment Assistant for school of 400 ADA or more	3.0%
Yearbook Advisor, Elementary School	1.0%
E. SEASONAL: HIGH SCHOOL (D1)	
Football:	
Head Coach	8.5%
Assistant	6.5%
Assistant	6.5%
Assistant	6.5%
Assistant	6.5%
Assistant	6.5%
Assistant	6.5%
Assistant	6.5%
Assistant	6.5%
Basketball:	
Boys Head Coach	8.5%
Boys J.V.	6.5%
Boys Freshman	5.5%
Boys Assistant	5.5%
Girls Head Coach	8.5%
Girls J.V.	6.5%
Girls Freshman	5.5%
Girls Assistant	5.5%

Baseball:	
Head Coach	7.2%
J.V.	6.5%
Freshman/Assistant	5.5%
Softball:	
Head Coach	7.2%
J.V.	6.5%
Freshman/Assistant	5.5%
Track:	
Head Coach	7.2%
Assistant	5.5%
Assistant	5.5%
Assistant	5.5%
Wrestling:	
Head Coach	8.5%
Assistant	6.5%
Assistant/Girls Coach	6.5%
Cross Country:	
Head Coach	5.5%
Assistant	5.5%
Soccer:	
Boys Head Coach	7.2%
Boys J.V.	5.5%
Girls Head Coach	7.2%
Girls J.V.	5.5%
Tennis:	
Boys Head Coach	7.2%
Girls Head Coach	7.2%
Golf:	
Boys Head Coach	5.5%
Girls Head Coach	5.5%
Volleyball:	
Girls Head Coach	7.2%
Girls J.V.	6.5%
Girls Freshman	5.5%
Boys Head Coach	7.2%
Boys J.V.	6.5%
Swimming:	
Head Coach	7.2%
Assistant	5.5%
Cheerleading:	
Coach X 3	6.5%

For High School varsity sports only, there is a \$100 per week additional stipend for each additional week the sport continues in the playoffs.

#### F. SEASONAL: MIDDLE SCHOOL (C1)

Basketball:	
7 <sup>th</sup> Grade Boys	5.5%
8 <sup>th</sup> Grade Boys	5.5%

7 <sup>th</sup> Grade Girls	5.5%
8 <sup>th</sup> Grade Girls	5.5%
Wrestling:	
7 <sup>th</sup> Grade Boys	4.2%
8 <sup>th</sup> Grade Boys	4.2%
Softball:	
7 <sup>th</sup> Grade Girls	4.2%
8 <sup>th</sup> Grade Girls	4.2%
Track:	
6/7/8 <sup>th</sup> Grade Boys	4.2%
6/7/8 <sup>th</sup> Grade Girls	4.2%
Volleyball:	
7 <sup>th</sup> Grade Girls	4.2%
8 <sup>th</sup> Grade Girls	4.2%
7 <sup>th</sup> Grade Boys	4.2%
8 <sup>th</sup> Grade Boys	4.2%
Flag Football:	
7 <sup>th</sup> Grade Boys	5.5%
8 <sup>th</sup> Grade Boys	5.5%
Roller Hockey	2%
Cross Country (2 Coaches)	4.2%

#### G. HOURLY (C1)

The regular rate of pay per hour, or  $\frac{1}{4}$  fraction thereof, shall be based on F.1 of the Certificated Salary Schedule which is Appendix A. (i.e., F.1 divided by 183 days divided by 7.5 hours)

#### H. SITE FUNDED OPTIONAL NEGOTIATED STIPENDS

Elementary Assessment Assistant for schools less than 400 ADA	1.1%
Elementary Student Body Advisor	1.4%
Elementary Student Study Team Coordinator/Facilitator for schools of 400 ADA or more	5.5%
Elementary Student Study Team Coordinator/Facilitator for schools of less than 400 ADA	2.8%
Middle School Curriculum Lead Teachers	2.8%
High School Department Chairs	2.8%



## APPENDIX C

### COMPENSATION FOR EXCEEDING CLASS SIZE MAXIMUMS

# COMPENSATION FOR EXCEEDING CLASS SIZE MAXIMUMS - ELEMENTARY SCHOOLS

(Completed form to be submitted to the Principal for processing at the end of each trimester.)

Employee Name: \_\_\_\_\_

School: \_\_\_\_\_

Trimester: (circle one)    1st    2nd    3rd    Subject Area/Grade: \_\_\_\_\_

CLASS TYPE	# STUDENTS IN CLASS	# STUDENTS OVER CONTRACT LANGUAGE	TRIMESTER AMOUNT Per Student *\$527.45/Self-Contained class	ELEMENTARY MUSIC & SCIENCE **\$21.11/student per class per trimester. See Article IX ELEMENTARY SCHOOL. ADAPTIVE PE TEACHER *\$1,420.05 per trimester. See Article IX CASELOAD.	Summer School Overage per Article XXIII F., \$4.69 per student
SELF-CONTAINED					
ADAPTIVE PE					
MUSIC/SCIENCE					

*If a student is enrolled for five or more days in a class/period, and the student then vacates the class/period, the next student enrolled will be scheduled in the class without further compensation for that trimester*

Distribution: (check one only)

Classroom Supplies \_\_\_\_\_ or Personal Compensation \_\_\_\_\_

Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Verified by:

Attendance Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

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

**Charge to:**

01.0103.0.1120.00.1110.1000.XX0.00

Amount: \$ \_\_\_\_\_

\* Adjusted annually by State COLA actually received by the District or negotiated salary schedule increase (whichever is greater).

\*\* Exceeding the maximum (based on grade level for each section taught)

**COMPENSATION FOR EXCEEDING  
CLASS SIZE MAXIMUMS - MIDDLE AND HIGH SCHOOL**  
(Completed form to be submitted to the Principal for processing at the end of each semester.)

Appendix C

Employee Name: \_\_\_\_\_

School: \_\_\_\_\_

Semester: (circle one) 1st 2nd

Subject Area/Grade: \_\_\_\_\_

PERIOD	# STUDENTS IN CLASS	# STUDENTS OVER CONTRACT LANGUAGE	SEMESTER AMOUNT	ADAPTIVE PE TEACHER *\$2,130.07 per semester. See Article IX CASELOAD.	Summer School Overage per Article XXIII F., \$4.69 per student
			*\$158.24/period per student (Middle School) *\$131.86/period per student (High School) *\$197.81/period per student (Cont. High School) See Article IX MIDDLE SCHOOL and Article IX HIGH SCHOOL .		
1					
2					
3					
4					
5					
6					
7					
8					

*If a student is enrolled for five or more days in a class/period, and the student then vacates the class/period, the next student enrolled will be scheduled in the class without further compensation for that semester*

Distribution: (check one only)

Classroom Supplies \_\_\_\_\_ or Personal Compensation \_\_\_\_\_

Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Verified by:

Attendance Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

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

**Charge to:**01.0103.0.1120.00.1110.1000.XX0.00 or  
01.0103.0.1120.00.3200.1000.350.00

Amount: \$ \_\_\_\_\_

\* Adjusted annually by State COLA actually received by the District or negotiated salary schedule increase (whichever is greater).

## APPENDIX D

### CERTIFICATED EVALUATIONS (TEACHERS)

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
CERTIFICATED EVALUATION PROCESS

PURPOSE

The purpose of teacher evaluation is to improve the educational program in the Western Placer Unified School District and to advance toward attainment of the District's stated educational goals.

The criteria to be used for evaluation relate specifically to the California Standards for the teaching Profession:

<b>Standard One: Engaging and Supporting All Students in Learning</b>
---

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

<b>Standard Two: Creating and Maintaining Effective Environments for Student Learning</b>
---

- 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

<b>Standard Three: Understanding and Organizing Subject Matter for Student Learning</b>
---

- 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 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

<b>Standard Four: Planning Instruction and Designing Learning Experiences for All Students</b>
--

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

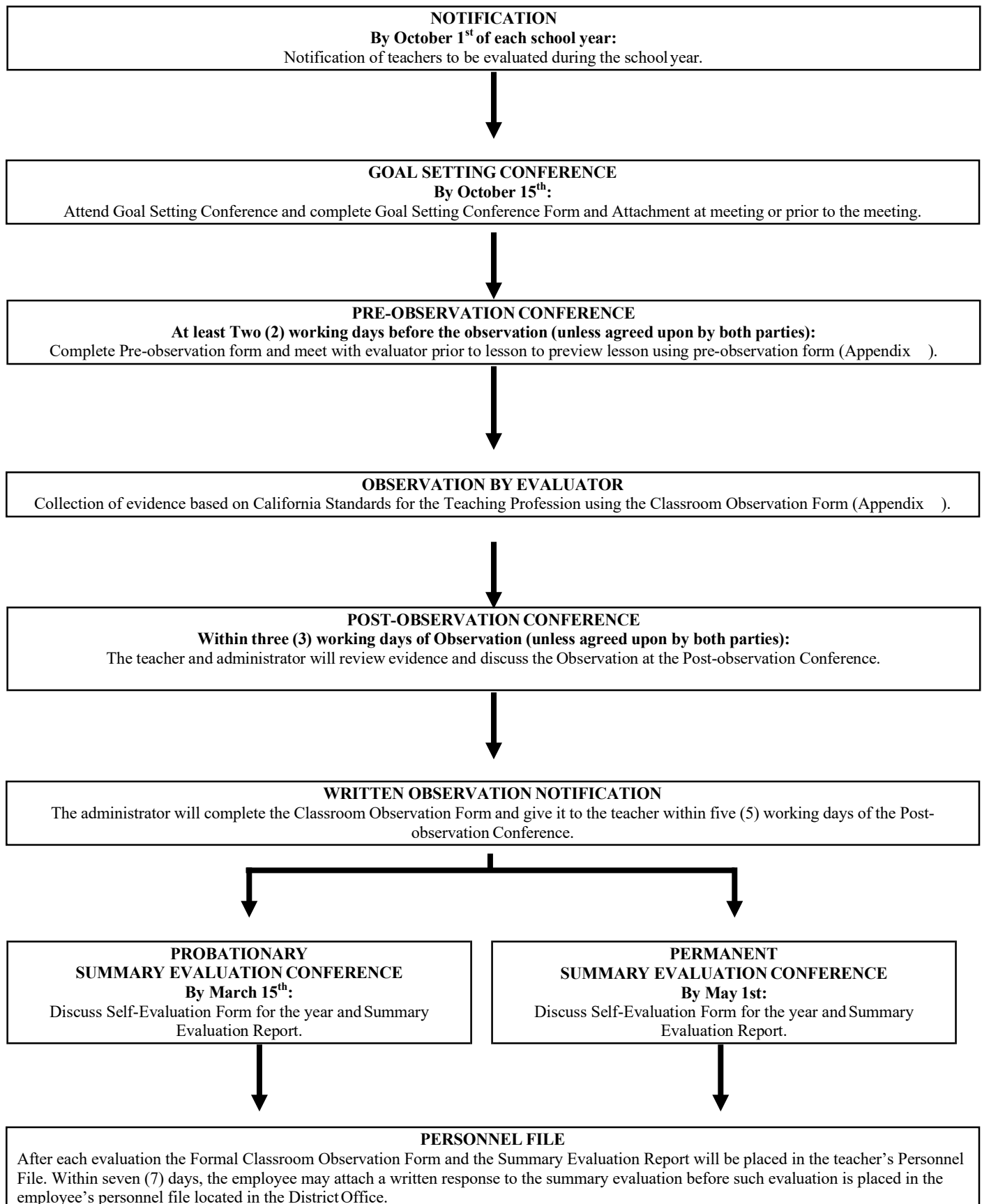
<b>Standard Five: Assessing Students for Learning</b>
---

- 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

<b>Standard Six: Developing as a Professional Educator</b>
--

- 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

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
TIMELINE FOR  
CERTIFICATED EMPLOYEES EVALUATIONS



## Goal Setting Conference Form

Teacher: \_\_\_\_\_ School: \_\_\_\_\_

Grade Level: \_\_\_\_\_ School Year: \_\_\_\_\_

Based on your self-assessment, your administrator input, and any school or district initiatives, what California Standards for the Teaching Profession (CSTP) goal(s) or domains have you identified? What knowledge or skills would you like to strengthen?

Describe the connection between this goal/domain and your current teaching assignment.

How will you know when you have achieved success? What will count as evidence of success?

Activities to achieve goal/address domain:

Timeline:

What resources will you use to better achieve your goal/address the domain?

Signatures upon completion of planning

Teacher: \_\_\_\_\_

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

Evaluator: \_\_\_\_\_

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

---

Summative

Evidence of success:

End of year reflection (optional):

Signatures upon completion of planning

Teacher: \_\_\_\_\_

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

Evaluator: \_\_\_\_\_

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



WESTERN PLACER UNIFIED SCHOOL DISTRICT  
Pre-Observation Conference Form  
*Please complete this form and bring it with you to the pre-observation conference for discussion.*

Teacher:

Pre-Observation Conference Date/Time:

Evaluator:

Classroom Observation Date/Time:

1. What specific content standards and goals/objectives have you set for the lesson to be observed?

2. What information have students learned just prior to this lesson?

3. How will you engage and support all students in learning?

4. How will you create and maintain an effective environment for student learning?

5. How will you organize subject matter, plan instruction and design experiences for student learning?

6. How will you assess students for learning?

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
Classroom Observation Form

Teacher: \_\_\_\_\_ Evaluator: \_\_\_\_\_ School Year: \_\_\_\_\_

Date: \_\_\_\_\_ Time of observation (Min. 30 minutes): \_\_\_\_\_

Employment Status: ☐ Permanent ☐ Probationary ☐ Temporary ☐ Other \_\_\_\_\_

		Observed	Not Observed
<b>ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</b>			
1.1	Using knowledge of students to engage them in learning		
1.2	Connecting learning to students' prior knowledge, backgrounds, life experiences, and Interests		
1.3	Connecting subject matter to meaningful, real-life contexts		
1.4	Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning		
1.5	Promoting critical thinking through inquiry, problem solving, and reflection		
1.6	Monitoring student learning and adjusting instruction while teaching		
Comments:			
<b>CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</b>			
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:			
<b>UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</b>			
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		
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 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:			



WESTERN PLACER UNIFIED SCHOOL DISTRICT  
Self-Evaluation Form **(Optional)**

Teacher's Name:
Subjects/Grade Levels Taught:
School:

<b>Standard One: Engaging and Supporting All Students in Learning</b>
---

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

Strengths:

Area(s) for Improvement:

<b>Standard Two: Creating and Maintaining Effective Environments for Student Learning</b>
---

- 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

Strengths:

Area(s) for Improvement:

<b>Standard Three: Understanding and Organizing Subject Matter for Student Learning</b>
---

- 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 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

Strengths:

Area(s) for Improvement:

Standard Four: Planning Instruction and 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
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

Strengths:

Area(s) for Improvement:

Standard Five: Assessing Students for 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

Strengths:

Area(s) for Improvement:

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

Strengths:

Area(s) for Improvement:

# CERTIFICATED EVALUATION RUBRIC

## Western Placer Unified School District

*This rubric will be used as a basis for the Summary Evaluation*

	Does Not Meet the California Standards for the Teaching Profession (1)	Infrequently Meets the California Standards for the Teaching Profession (2)	Meets the California Standards for the Teaching Profession (3)	Consistently Exceeds the California Standards for the Teaching Profession (4)
<b>STANDARD ONE: Engaging and Supporting All Students in Learning</b>	Teacher confines instruction to materials in text and uses a limited range of instructional strategies. Skills may be presented in isolation and with little opportunity to assess prior knowledge or apply new learning to problem solving situations.  Other components of this standard are not evidenced.	Teacher occasionally builds on prior knowledge and life experiences in designing lessons. Multiple learning strategies may be used to engage students in thinking within and across subject areas. Students begin to apply few new skills to real life problems.	Teacher routinely assesses background knowledge and designs activities to build or correct inaccurate knowledge. Learning activities are selected from a wide range of experiences to meet the learning styles of groups within the class. Students are encouraged to ask critical questions and view problems from different perspectives when problem solving. Students take an active part in correcting and reviewing their work, with some opportunities for peer evaluation.	Teacher regularly designs motivational openings for lessons that engage, assess, and build background knowledge, and continues to assess throughout instruction. In addition to having well planned lessons, the teacher is able to take advantage of unexpected events or to modify the lesson effectively when students are not succeeding. Students pose relevant questions and consider other viewpoints when reflecting and evaluating content in meaningful contexts that encourage application of skills. A variety of activities are planned that help students make decisions about managing time, materials, and learning activities, leading toward autonomous learning.
<b>STANDARD TWO: Creating and Maintaining Effective Environment for Student Learning</b>	Teacher demonstrates limited skill in establishing and maintaining a safe learning environment in which all students are treated fairly.  Other components of this standard are not evidenced.	Teacher maintains a safe learning environment. Teacher institutes some routines and procedures that promote interactions between teacher and students and among students.	Teacher creates a safe physical environment that engages all students and promotes the effective use of instructional time. Teacher institutes and models procedures and routines that are consistent and clearly understood by all. Classroom environment and climate promote social development and group responsibility as well as support student learning.	Teacher facilitates multiple learning opportunities in which students take responsibility for creating a safe environment that is conducive to learning. Teacher ensures constructive interaction, students working independently and collaboratively. Teacher maximizes effective use of time and resources.
<b>STANDARD THREE: Understanding and Organizing Subject Matter for Student Learning</b>	Teacher exhibits limited working knowledge of subject matter and student development.  Other components of this standard are not evidenced.	Teacher uses some subject matter knowledge and student development knowledge to organize curriculum to facilitate students' understanding of the basic central themes, concepts, and skills.	Teacher uses a good understanding of subject matter and student development to interrelate ideas and information within and across subject areas to extend student's understanding.	Teacher uses a strong knowledge of subject matter, student development, instructional resources, and teaching strategies to make subject matter accessible to all students and to help students understand the central themes, concepts, and skills within the subject area and across subject areas.
<b>STANDARD FOUR: Planning Instruction and Designing Learning Experiences for All Students</b>	Teacher rarely sequences curriculum and designs long and short term plans.  Other components of this standard are not evidenced.	Teacher generally plans instruction without drawing upon students' backgrounds. Occasionally establishes class goals with regard for student experience, language development, and home and school expectations.	Teacher's plans incorporate related subject matter knowledge, reflect grade-level curriculum expectations, and effectively use a variety of instructional strategies to promote learning goals and connect with student experiences and interests. Teacher routinely assesses student progress and modifies instructional plans to adjust for student needs.	Teacher creates long and short term plans and helps students take ownership of challenging goals that are enriched by student background and experiences, guided by state and local standards and grade level expectations. Teacher modifies and adjusts plans and goals according to student achievement, as measured by ongoing assessment and student interests.
<b>STANDARD FIVE: Assessing Student Learning</b>	Teacher collects information about student performance from a single or limited source.  Other components of this standard are not evidenced.	Teacher collects information from a variety of sources, including formal and informal assessments without consistently utilizing the results to adjust instruction.	Teacher uses a variety of sources to assess students and involves students in assessing and setting goals based on an examination of their own work. Teacher uses available District tools to assist in assessment, analysis, and communication of student learning in a timely manner. Teacher adjusts instruction and learning activities based on assessment.	Using a variety of sources and available District tools (including students' assessment of own work) and based on clearly articulated goals, teacher assesses student achievement and communicates results with parents, support staff, and students. Teacher (sometimes teacher and students collaboratively) continually adjusts instruction and learning opportunities to more closely fit student needs. Teacher guides students in setting and adjusting independent learning goals based on collaborative examination of students' work.
<b>STANDARD SIX: Developing as a Professional Educator</b>	Teacher minimally collaborates with colleagues or the broader professional community to support student learning. Teacher does not work collaboratively with families to support student learning. Teacher manages professional responsibilities marginally.  Other components of this standard not evidenced	Teacher occasionally collaborates with colleagues or the broader professional community to support student learning. At times, teacher works collaboratively with families to support student learning. Teacher manages professional responsibilities occasionally.	Teacher reflects on personal teaching practices and actively engages in planning personal goals for professional development. Teacher demonstrates effective interpersonal communication skills within the school and larger community. Teacher manages professional duties proficiently. Teacher works effectively with families to support student learning.	Teacher has leadership role in creating professional working relationships with staff and in the larger school community. Teacher seeks learning opportunities and professional contacts to enhance classroom practice and school goals and to expand and deepen personal repertoire of skills and strategies. Teacher positively manages challenging situations that may involve conflicts with families and colleagues.

WESTERN PLACER UNIFIED SCHOOL DISTRICT  
Summary Evaluation Report

Teacher: \_\_\_\_\_ Status: \_\_\_\_\_ Permanent \_\_\_\_\_ Other\_\_  
Site: \_\_\_\_\_ Date: \_\_\_\_\_ Probationary 1 \_\_\_\_\_  
Grade Level/Subject: \_\_\_\_\_ Probationary 2 \_\_\_\_\_

The following information is derived using the Certificated Evaluation Rubric

**Definitions:**

- 4 Consistently exceeds the California Standards for the Teaching Profession - Exceeds District Standards
- 3 Meets and occasionally exceeds the California Standards for the Teaching Profession - Meets District Standards
- 2 Infrequently meets the California Standards for the Teaching Profession - Needs Improvement (See Recommendations Below)
- 1 Rarely meets the California Standards for the Teaching Profession - Unsatisfactory (See Requirements Below)

EVALUATION				
1	2	3	4	
				Standard 1: Engaging and Supporting All Students in Learning
				Standard 2: Creating and Maintaining Effective Environments for Student Learning
				Standard 3: Understanding and Organizing Subject Matter for Student Learning
				Standard 4: Planning Instruction and Designing Learning Experiences for All Students
				Standard 5: Assessing Students for Learning
				Standard 6: Developing as a Professional Educator

Commendations:

Recommendations:

Requirements:

Overall Rating		
<input type="checkbox"/> <b>Meets/Exceeds District Standards</b>  <i>All 3's/4's <b>with no more than a single 2</b></i>	<input type="checkbox"/> <b>Needs Improvement</b>  <i>Two <b>or more</b> 2's or <b>any</b> 1's See Recommendations Above</i>	<input type="checkbox"/> <b>Unsatisfactory</b>  <i>Two <b>or more</b> 1's See Requirements Above</i>

\_\_\_\_\_  
Evaluator's Signature                      Date                      Evaluator's Signature\*                      Date

Attachment    ☐ Yes    ☐ No

Five Year Evaluation Cycle: ☐                      This teacher's next evaluation will be on:

\*Signature does not necessarily indicate agreement. A written response may be attached within seven (7) working days.

## APPENDIX E

### NON-TEACHING CERTIFICATED EVALUATIONS

(SPEECH AND LANGUAGE PATHOLOGISTS, NURSES, AND  
COUNSELORS)



**FRAMEWORK**  
**Speech Language Pathologist**

<p style="text-align: center;"><b>Domain 1</b> <b>Planning and Preparation</b></p> <p>a. Demonstrating Knowledge of Content and Pedagogy In Speech Pathology Knowledge of Content and the Structure of the Discipline Knowledge of Overall Child and Adolescent Development Knowledge of Evidence Based Practice</p> <p>b. Demonstrating Knowledge of Students Knowledge of Child and Adolescent speech language Development Knowledge of the Learning Process Knowledge of Students' Skills, Knowledge, and Learning Proficiency Knowledge of Students' Interests and Cultural Heritage Knowledge of Students' Special Needs</p> <p>c. Selecting Instructional Outcomes Value, Sequence, and Alignment Measurable and Attainable Student Goals and Objectives Appropriate Student Goals and Objectives Suitability for Diverse Learners</p> <p>d. Demonstrating Knowledge of Resources Evidence Based Practice Materials Technological Resources for Students Therapeutic Materials</p> <p>e. Designing Coherent Instruction Motivating Learning Activities Lesson Structure Forming effective groupings Differentiation of Instruction with Regard to Age/Ability Levels</p> <p>f. Designing Student Assessment Congruence with Instructional Outcomes Informal and formal Assessment Materials Scaffolding</p>	<p style="text-align: center;"><b>Domain 2</b> <b>The Therapeutic Environment</b></p> <p>a. Creating an Environment of Respect and Rapport Clinician Interaction with Students Student Interactions with One Another</p> <p>b. Establishing a Culture for Learning Importance of the Goals Expectations for Learning and Achievement Student Pride In Work</p> <p>c. Managing Therapy Procedures Management of therapy Management of Transitions and time Management of Materials and Supplies</p> <p>d. Managing Student Behavior Expectations Monitoring of Student Behavior Reinforcement Techniques</p> <p>e. Organizing Physical Space Safety and Accessibility Therapy Environment Conducive to Student learning</p> <p>f. Establishes and Maintains Clear Procedures for Referrals and Evaluations Individualized Education Plans Response to Intervention Screenings</p>
<p style="text-align: center;"><b>Domain 4</b> <b>Professional Responsibilities</b></p> <p>a. Reflecting on Professional practice Using Data to Drive/Modify Intervention Promoting Generalization/Transfer of Skills</p> <p>b. Maintaining Accurate Records Goals and Objectives Service Delivery Documents</p> <p>c. Communicating with Families, Students, and Staff Provides Information, Counseling, and Support to Students, Families, and Colleagues Information About Individual Students Presenting Student Progress at IEP Meetings</p> <p>d. Participating in a Professional Community Relationships with Staff and Administrators Collaboration with Colleagues Service to the School Participation in School and District Projects</p> <p>e. Growing and Developing Professionally Enhancement of Content Knowledge and Pedagogical Skill Receptivity to Feedback from Colleagues Service to the Profession/Supervision of Student Interns and Paraprofessionals</p> <p>f. Demonstrating Professionalism Integrity and Ethical Conduct Service to Students Advocacy Decision Making Compliance with School and District Policy</p>	<p style="text-align: center;"><b>Domain 3</b> <b>Delivery of Service</b></p> <p>a. Respond to Referrals and Evaluates Student Needs Expectations for Learning Directions and Procedures Explanations of Purpose and Relevance of Objectives/Therapy Activities Use of Oral and Written Language</p> <p>b. Develops and Implements Treatment Plans to Maximize Student Success Utilization of Appropriate Scaffolding Techniques Student Participation Therapy Materials and Activities are Age, Culturally, and Linguistically Appropriate and Reflect Student Learning Styles</p> <p>c. Engaging Students In Learning Activities Grouping of Students Therapeutic Materials and Resources Structure and Pacing</p> <p>d. Assessing Student Process Assessment Criteria Monitoring of Student Learning Feedback to Students/families Student Self-Assessment and Monitoring of Progress Effective data collecting techniques</p> <p>e. Demonstrating Flexibility and Responsiveness Lesson Adjustment Response to Students</p>

**FRAMEWORK**  
**Certified School Nurse**

<p style="text-align: center;"><b>Domain 1</b> <b>Planning and Preparation</b></p> <ul style="list-style-type: none"> <li>a. Demonstrating Knowledge of Content and Pedagogy <ul style="list-style-type: none"> <li>Knowledge of Content and the Structure of the Discipline</li> <li>Knowledge of Prerequisite Relationships</li> <li>Knowledge of Content-Related Pedagogy</li> </ul> </li> <li>b. Demonstrating Knowledge of Students <ul style="list-style-type: none"> <li>Knowledge of Child and Adolescent Development</li> <li>Knowledge of the Learning Process</li> <li>Knowledge of impact of students health status on learning</li> <li>Knowledge of Students' Skills, Knowledge, and Learning Proficiency</li> <li>Knowledge of Students' Interests and Cultural Heritage</li> <li>Knowledge of Students' Special Needs</li> </ul> </li> <li>c. Establishes Goals <ul style="list-style-type: none"> <li>Value, Sequence, and Alignment</li> <li>Clarity</li> <li>Balance</li> <li>Stability for Diverse Learners</li> </ul> </li> <li>d. Demonstrating Knowledge of Resources <ul style="list-style-type: none"> <li>Resources for Learning Community (Students, Family &amp; Staff)</li> <li>Resources for Extend Content Knowledge and Pedagogy</li> </ul> </li> <li>e. Designing and Planning Nursing Program <ul style="list-style-type: none"> <li>Knowledge of State Mandates</li> <li>Knowledge of School Code</li> <li>Knowledge of Health Policies</li> </ul> </li> <li>f. Evaluating Program <ul style="list-style-type: none"> <li>Congruence with School Code and State Mandates</li> <li>Congruence with Health Policies</li> <li>Design of Data Collection</li> </ul> </li> </ul>	<p style="text-align: center;"><b>Domain 2</b> <b>The Educational Environment</b></p> <ul style="list-style-type: none"> <li>a. Creating an Environment of Respect and Rapport <ul style="list-style-type: none"> <li>Nurses Interaction with Learning Community</li> </ul> </li> <li>b. Establishing a Culture for Health and Wellness <ul style="list-style-type: none"> <li>Expectations for Learning and Achievement</li> <li>Knowledge of State Mandates, School Code and Health Policies</li> </ul> </li> <li>c. Managing Health Protocols and Procedures <ul style="list-style-type: none"> <li>Time Management</li> <li>Prioritizing Work Load</li> <li>Management of Materials and Data</li> </ul> </li> <li>d. Organization of Duties <ul style="list-style-type: none"> <li>Accessibility</li> <li>Prioritizing Duties</li> </ul> </li> </ul>
<p style="text-align: center;"><b>Domain 4</b> <b>Professional Responsibilities</b></p> <ul style="list-style-type: none"> <li>a. Reflecting on Practice <ul style="list-style-type: none"> <li>Accuracy</li> <li>Use in Future Practice</li> </ul> </li> <li>b. Maintaining Accurate Records <ul style="list-style-type: none"> <li>Completion of Reports, Records and Documentation</li> <li>Accuracy of Reports, Records and Documentation</li> </ul> </li> <li>c. Communicating with Families <ul style="list-style-type: none"> <li>Information About the Nursing Program</li> <li>Information About Individual Students</li> <li>Engagement of Families in the Nursing Program</li> </ul> </li> <li>d. Participating in a Professional Community <ul style="list-style-type: none"> <li>Relationships with Colleagues</li> <li>Involvement in a Culture of Professional Inquiry</li> <li>Service to the School</li> <li>Participation in School and District Projects</li> </ul> </li> <li>e. Growing and Developing Professionally <ul style="list-style-type: none"> <li>Enhancement of Content Knowledge and Pedagogical Skill</li> <li>Receptivity to Feedback from Colleagues</li> <li>Service to the Profession</li> </ul> </li> <li>f. Demonstrating Professionalism <ul style="list-style-type: none"> <li>Integrity and Ethical Conduct</li> <li>Service to Students</li> <li>Advocacy</li> <li>Decision Making</li> <li>Compliance with School and District Policy</li> </ul> </li> </ul>	<p style="text-align: center;"><b>Domain 3</b> <b>Delivery of Service</b></p> <ul style="list-style-type: none"> <li>a. Assess Student Needs <ul style="list-style-type: none"> <li>Expectations for Learning</li> <li>Directions and Procedures</li> <li>Explanations of Health Status</li> <li>Use of Oral and Written Language</li> </ul> </li> <li>b. Medication Administration <ul style="list-style-type: none"> <li>Knowledge of District Policy</li> <li>Knowledge of Legal Guidelines</li> </ul> </li> <li>c. Wellness Promotion <ul style="list-style-type: none"> <li>Activities and Communication</li> <li>Instructional Materials and Resources</li> <li>Structure and Pacing</li> </ul> </li> <li>d. Manages Emergency Situations <ul style="list-style-type: none"> <li>Need Assessment</li> <li>Plan Development</li> <li>Communication of Plan</li> </ul> </li> <li>e. Demonstrating Flexibility and Responsiveness <ul style="list-style-type: none"> <li>Program Adjustment</li> <li>Response to Learning Community</li> <li>Persistence and Consistency</li> </ul> </li> <li>f. Collaboration with Staff <ul style="list-style-type: none"> <li>JEP Input</li> <li>SQA Input</li> <li>Develop Health Care Plan</li> <li>Lesson Plan Development/Input</li> </ul> </li> </ul>

**FRAMEWORK**  
**School Counselor**

<p style="text-align: center;"><b>Domain 1</b> <b>Planning and Preparation</b></p> <ul style="list-style-type: none"> <li>a. Demonstrating Knowledge of Counseling Theory and Techniques (ASCA 13.1, 13.4)</li> <li>b. Demonstrating Knowledge Child and Adolescent Development (ASCA 13.1) Knowledge of the Learning Process Knowledge of Students' Interests and Cultural Heritage Knowledge of Students' Special Needs</li> <li>c. Establishing Goals for the Counseling Program, Appropriate to the Setting and the Students Served (ASCA 5.1, 10.1, 10.2, 11.1, 11.3, 13.7)</li> <li>d. Planning the Counseling Program, Integrated with the Regular School Program (ASCA 1.1, 9.1, 9.2)</li> <li>e. Developing a Plan to Evaluate the Counseling Program (ASCA 7.1, 7.2)</li> </ul>	<p style="text-align: center;"><b>Domain 2</b> <b>The Environment</b></p> <ul style="list-style-type: none"> <li>a. Creating an Environment of Respect and Rapport (ASCA 1.2, 13.1, 13.2)</li> <li>b. Establishing a Culture for Productive Communication (ASCA 4.2, 13.2, 13.6)</li> <li>c. Managing Routines and Procedures (ASCA 9.4, 10.3)</li> <li>d. Establishing Standards of Conduct and Contributing to the Culture for Student Behavior Throughout the School (ASCA 13.1, 13.2) Expectations.</li> </ul>
<p style="text-align: center;"><b>Domain 4</b> <b>Professional Responsibilities</b></p> <ul style="list-style-type: none"> <li>a. Reflecting on Practicing (ASCA 8.2, 11.1, 11.3)</li> <li>b. Maintaining Accurate Records (ASCA 8.1, 10.1)</li> <li>c. Communicating with Families Information About Individual Students Engagement of Families in the counseling Program (ASCA 1.4, 3.1, 4.2, 9.2, 11.2, 13.5)</li> <li>d. Participating in a Professional Community Relationships with Colleagues Involvement in a Culture of Professional Inquiry Service to the School Participation in School and District Projects (ASCA 1.3, 2.3, 5.2, 6.1, 11.2, 13.3, 13.5)</li> <li>e. Engaging in Professional Development Enhancement of Content Knowledge and counseling Skill (2) Receptivity to Feedback from Colleagues Service to the Profession (ASCA 5.2)</li> <li>f. Showing Professionalism Service to Students Advocacy Decision Making Compliance with School and District Policy (ASCA 13.3)</li> </ul>	<p style="text-align: center;"><b>Domain 3</b> <b>Delivery of Service</b></p> <ul style="list-style-type: none"> <li>a. Assessing Student Needs (ASCA 2.2, 3.2)</li> <li>b. Assisting Students and Teachers in the Formulation of Academic, Personal/Social, and Career Plans, Based on Knowledge of Students (ASCA 2.3, 8.3, 13.1)</li> <li>c. Using Counseling Techniques in Individual and Classroom Programs (ASCA 2.1, 4.1)</li> <li>d. Providing Resources and Referrals to Meet Needs (ASCA 4.3)</li> <li>e. Demonstrating Flexibility and Responsiveness (ASCA 6.2)</li> </ul>

## Evaluation Speech Language Pathologist

NAME:	DATE:	TIME:
POSITION:	TOTAL YEARS COMPLETED IN POSITION:	
TOTAL YEARS AS CERTIFIED EDUCATOR IN DISTRICT:		

DOMAIN 1 Planning and Preparation		
<b>1a. Demonstrating Knowledge of Content and Pedagogy in Speech Pathology</b> Knowledge of Content and the Structure of the Discipline Knowledge of Overall Child and Adolescent Development Knowledge of Evidence Based Practice <b>1b. Demonstrating Knowledge of Students</b> Knowledge of Child and Adolescent Speech Language Development Knowledge of the Learning Process Knowledge of Students' Skills, Knowledge, and Learning Proficiency Knowledge of Students' Interests and Cultural Heritage Knowledge of Students' Special Needs <b>1c. Selecting Instructional Outcomes</b> Value, Sequence, and Alignment Measurable and Attainable Student Goals and Objectives Appropriate Student Goals and Objectives Suitability for Diverse Learners	<b>1d. Demonstrating Knowledge of Resources</b> Evidence Based Practice Materials Technological Resources for Students Therapeutic Materials <b>1e. Designing Coherent Instruction</b> Motivating Learning Activities Lesson Structure Forming Effective Groupings Differentiation of Instruction with Regard to Age/Ability Levels <b>1f. Designing Student Assessment</b> Congruence with Instructional Outcomes Informal and Formal Assessment Materials Scaffolding	
EVIDENCE OF DOMAIN PROFICIENCY		
<input type="checkbox"/> Areas of concern in this domain <span style="float: right;"><input type="checkbox"/> No areas of concern in this domain</span>		
List specific component concerns:		
Additional comments:		
DOMAIN 2 The Therapeutic Environment		
<b>2a. Creating an Environment of Respect and Rapport</b> Clinician Interaction with Students Student Interactions with One Another <b>2b. Establishing a Culture for Learning</b> Importance of the Goals Expectations for Learning and Achievement Student Pride in Work	<b>2c. Managing Therapy Procedures</b> Management of Therapy Management of Transitions and Time Management of Materials and Supplies <b>2d. Managing Student Behavior</b> Expectations Monitoring of Student Behavior Reinforcement Techniques	<b>2e. Organizing Physical Space</b> Safety and Accessibility Therapy environment conducive to Student Learning <b>2f. Establishes and Maintains Clear Procedures for Referrals and Evaluations</b> Individualized Education Plans Response to Intervention Screenings
EVIDENCE OF DOMAIN PROFICIENCY		
<input type="checkbox"/> Areas of concern in this domain <span style="float: right;"><input type="checkbox"/> No areas of concern in this domain</span>		
List specific component concerns:		
Additional comments:		

DOMAIN 3: Delivery of Service		
<b>3a. Respond to Referrals and Evaluates Student Needs</b> • Expectations for Learning • Directions and Procedures • Explanations of Purpose and Relevance of Objectives/Therapy Activities • Use of Oral and Written Language	<b>3b. Develops and Implements Treatment Plans to Maximize Student Success</b> • Utilization of Appropriate Scaffolding Techniques • Student Participation • Therapy Materials and Activities are Age, Culturally, and Linguistically Appropriate and Reflect Student Learning Styles <b>3c. Engaging Students in Learning Activities</b> • Grouping of Students • Therapeutic Materials and Resources • Structure and Pacing	<b>3d. Assessing Student Progress</b> • Assessment Criteria • Monitoring of Student Learning • Feedback to Students/Families • Student Self-Assessment and Monitoring of Progress • Effective Data Collection Techniques <b>3e. Demonstrating Flexibility and Responsiveness</b> • Lesson Adjustment • Response to Students
EVIDENCE OF DOMAIN PROFICIENCY		
<input type="checkbox"/> Areas of concern in this domain		<input type="checkbox"/> No areas of concern in this domain
List specific component concerns:		
Additional comments:		
DOMAIN 4: Professional Responsibilities		
<b>4a. Reflecting on Professional Practice</b> • Using Data to Drive/Modify Intervention • Promoting Generalization/Transfer of Skills <b>4b. Maintaining Accurate Records</b> • Goals and Objectives • Service Delivery Documents	<b>4c. Communicating with Families, Students, and Staff</b> • Provides Information, Counseling, and Support to Students, Families, and Colleagues • Information About Individual Students • Presenting Student Progress at IEP Meetings <b>4d. Participating in a Professional Community</b> • Relationships with Staff and Administrators • Collaboration with Colleagues • Service to the School • Participation in School and District Projects	<b>4e. Growing and Developing Professionally</b> • Enhancement of Content Knowledge and Pedagogical Skill • Receptivity to Feedback from Colleagues • Service to the Profession/Supervision of Student Interns and Paraprofessionals <b>4f. Demonstrating Professionalism</b> • Integrity and Ethical Conduct • Service to Students • Advocacy • Decision Making • Compliance with School and District Policy
EVIDENCE OF DOMAIN PROFICIENCY		
<input type="checkbox"/> Areas of concern in this domain		<input type="checkbox"/> No areas of concern in this domain
List specific component concerns:		
Additional comments:		
Post-Conference Notes for Future Focus:		
EMR/LOYEE COMMENTS		
<div style="display: flex; justify-content: space-between;"> <div>Evaluator's Signature _____</div> <div>Date _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Speech Pathologist Signature _____</div> <div>Date _____</div> </div>		
Signature does not necessarily indicate agreement with contents, but does acknowledge the teacher has received a copy.		

# Evaluation Certified School Nurse

NAME:	DATE:	TIME:
POSITION: TOTAL YEARS COMPLETED IN POSITION:		
TOTAL YEARS AS CERTIFIED EDUCATOR IN DISTRICT:		

## DOMAIN 1: Planning and Preparation

<p><b>1a. Demonstrating Knowledge of Content and Pedagogy</b>          Knowledge of Content and the Structure of the Discipline          Knowledge of Prerequisite Relationships          Knowledge of Content-Related Pedagogy</p> <p><b>1b. Demonstrating Knowledge of Students</b>          Knowledge of Child and Adolescent Development          Knowledge of the Learning Process          Knowledge of impact of students' health status on learning          Knowledge of Students' Skills, Knowledge, and Learning Proficiency          Knowledge of Students' Interests and Cultural Heritage          Knowledge of Students' Special Needs</p> <p><b>1c. Establishes Goals</b>          Value, Sequence, and Alignment          Clarity          Balance          Stability for Diverse Learners</p>	<p><b>1d. Demonstrating Knowledge of Resources</b>          Resources for Learning Community (Students, Family &amp; Staff)          Resources for Extend Content Knowledge and Pedagogy</p> <p><b>1e. Designing and Planning Nursing Program</b>          Knowledge of State Mandates          Knowledge of School Code          Knowledge of Health Policies</p> <p><b>1f. Evaluating Program</b>          Congruence with School Code and State Mandates          Congruence with Health Policies          Design of Data Collection</p>
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**OBSERVER EVIDENCE (INCLUDE COMPONENTS NOT OBSERVED)**

<input type="checkbox"/> Areas of concern in this domain	<input type="checkbox"/> No areas of concern in this domain
--	---

List specific component concerns:

Additional comments:

## DOMAIN 2: The Educational Environment

<p><b>2a. Creating an Environment of Respect and Rapport</b>          Nurses Interaction with Learning Community</p>	<p><b>2b. Establishing a Culture for Health and Wellness</b>          Expectations for Learning and Achievement          Knowledge of State Mandates, School Code and Health Policies</p>	<p><b>2c. Managing Health Protocols and Procedures</b>          Time Management          Prioritizing Work Load          Management of Materials and Data</p> <p><b>2d. Organization of Duties</b>          Accessibility          Prioritizing Duties</p>
--	---	--

**OBSERVER EVIDENCE (INCLUDE COMPONENTS NOT OBSERVED)**

<input type="checkbox"/> Areas of concern in this domain	<input type="checkbox"/> No areas of concern in this domain
--	---

List specific component concerns:

Additional comments:

<b>Certified School Nurse</b> <b>DOMAIN 3: Delivery of Service</b>		
<b>3a. Assess Student Needs</b> Expectations for Learning Directions and Procedures Explanations of Health Status Use of Oral and Written Language  <b>3b. Medication Administration</b> Knowledge of District Policy Knowledge of Legal Guidelines	<b>3c. Wellness Promotion</b> Activities and Communication Instructional Materials and Resources Structure and Pacing  <b>3d. Manages Emergency Situations</b> Need Assessment Plan Development Communication of Plan	<b>3e. Demonstrating Flexibility and Responsiveness</b> Program Adjustment Response to Learning Community Persistence and Comity  <b>3f. Collaboration with Staff</b> IEP Input SOA Input Develop Health Care Plan Lesson Plan Development/Input
OBSERVER EVIDENCE (INCLUDE COMPONENTS NOT OBSERVED)		
<div style="display: flex; justify-content: space-between;"> <span>_____ Areas of concern in this domain</span> <span>_____ No areas of concern in this domain</span> </div>		
List specific component concerns:		
Additional comments:		
<b>DOMAIN 4: Professional Responsibilities</b>		
<b>4a. Reflecting on Practice</b> Accuracy Use in Future Practice  <b>4b. Maintaining Accurate Records</b> Completion of Reports, Records and Documentation Accuracy of Reports, Records and Documentation	<b>4c. Communicating with Families</b> Information About the Nursing Program Information About Individual Students Engagement of Families in the Nursing Program  <b>4d. Participating in a Professional Community</b> Relationships with Colleagues Involvement in a Culture of Professional Inquiry Service to the School Participation in School and District Projects	<b>4e. Growing and Developing Professionally</b> Enhancement of Content Knowledge and Pedagogical Skill Receptivity to Feedback from Colleagues Service to the Profession  <b>4f. Demonstrating Professionalism</b> Integrity and Ethical Conduct Service to Students Advocacy Decision Making Compliance with School and District Policy
OBSERVER EVIDENCE (INCLUDE COMPONENTS NOT OBSERVED)		
<div style="display: flex; justify-content: space-between;"> <span>_____ Areas of concern in this domain</span> <span>_____ No areas of concern in this domain</span> </div>		
List specific component concerns:		
Additional comments:		
Post Conference Notes for Future Focus:		
TEACHER COMMENTS		
Evaluator's Signature _____ Date _____  Nurse's Signature _____ Date _____		
Signature does not necessarily indicate agreement with contents, but does acknowledge the teacher has received a copy.		



## Evaluation School Counselor

NAME:

DATE:

POSITION:

### DOMAIN 1: Planning and Preparation

- 1a. Demonstrating Knowledge of Counseling Theory and Techniques (1)  
(ASCA 13.1, 13.4)
- 1b. Demonstrating Knowledge Child and Adolescent Development (1)  
(ASCA 13.1)  
Knowledge of the Learning Process (1)  
Knowledge of Students' Interests and Cultural Heritage (2)  
Knowledge of Students' Special Needs (1)
- 1c. Establishing Goals for the Counseling Program Appropriate to the Setting  
and the Students Served (3)  
(ASCA 5.1, 10.1, 10.2, 11.1, 11.3, 13.7)

- 1d. Planning the Counseling Program, Integrated with the Regular School  
Program (3)  
(ASCA 1.1, 9.1, 9.2)
- 1e. Developing a Plan to Evaluate the Counseling Program (4)  
(ASCA 7.1, 7.2)

EVIDENCE OF DOMAIN PROFICIENCY

\_\_\_\_\_ Areas of concern in this domain

\_\_\_\_\_ No areas of concern in this domain

List specific component concerns:

Additional comments:

### DOMAIN 2: The Environment

- 2a. Creating an Environment of Respect and  
Rapport (2)  
(ASCA 1.2, 13.1, 13.2)

- 2b. Establishing a Culture for Productive  
Communication (2)  
(ASCA 4.2, 13.2, 13.6)
- 2c. Managing Routines and Procedures (2)  
(ASCA 9.4, 10.3)

- 2d. Establishing Standards of Conduct and  
Contributing to the Culture for Student  
Behavior Throughout the School (3)  
(ASCA 13.1, 13.2)  
Expectations (1)

EVIDENCE OF DOMAIN PROFICIENCY

\_\_\_\_\_ Areas of concern in this domain

\_\_\_\_\_ No areas of concern in this domain

List specific component concerns:

Additional comments:



<b>SCHOOL COUNSELOR DOMAIN 3: Delivery of Services</b>		
<b>3a. Assessing Student Needs (2)</b> (ASCA 2.2, 3.2)  <b>3b. Assisting Students and Teachers in the Formulation of Academic, Personal/Social, and Career Plans, Based on Knowledge of Students (2)</b> (ASCA 2.3, 8.3, 13.1)	<b>3c. Using Counseling Techniques in Individual and Classroom Programs (3)</b> (ASCA 2.1, 4.1)  <b>3d. Providing Resources and Referrals to Meet Needs (2)</b> (ASCA 4.3)	<b>3e. Demonstrating Flexibility and Responsiveness (1)</b> (ASCA 6.2)
<b>EVIDENCE OF DOMAIN PROFICIENCY</b>		
<input type="checkbox"/> Areas of concern in this domain		<input type="checkbox"/> No areas of concern in this domain
List specific component concerns:		
Additional comments:		
<b>SCHOOL COUNSELOR DOMAIN 4: Professional Responsibilities</b>		
<b>4a. Reflecting on Practicing (3)</b> (ASCA 8.2, 11.1, 11.3)  <b>4b. Maintaining Accurate Records (1)</b> (ASCA 8.1, 10.1)	<b>4c. Communicating with Families (2)</b> Information About Individual Students (1) Engagement of Families in the Counseling Program (3) (ASCA 1.4, 3.1, 4.2, 9.2, 11.2, 13.5)  <b>4d. Participating in a Professional Community (1)</b> Relationships with Colleagues (1) Involvement in a Culture of Professional Inquiry (3) Service to the School (2) Participation in School and District Projects (4) (ASCA 1.3, 2.3, 5.2, 6.1, 11.2, 13.3, 13.5)	<b>4e. Engaging in Professional Development (4)</b> Enhancement of Content Knowledge and Counseling Skill (2) Receptivity to Feedback from Colleagues (1) Service to the Profession (1) (ASCA 5.2)  <b>4f. Showing Professionalism (1)</b> Service to Students (1) Advocacy (1) Decision Making (2) Compliance with School and District Policy (1) (ASCA 13.3)
<b>EVIDENCE OF DOMAIN PROFICIENCY</b>		
<input type="checkbox"/> Areas of concern in this domain		<input type="checkbox"/> No areas of concern in this domain
List specific component concerns:		
Additional comments:		
Post-Conference Notes for Future Focus:		
<b>COUNSELOR COMMENTS</b>		
Evaluator's Signature _____		Date _____
Counselor's Signature _____		Date _____
Signature does not necessarily indicate agreement with contents, but does acknowledge the teacher has received a copy.		

## SUMMATIVE

NAME: _____	SUMMATIVE CONFERENCE DATE: _____	TIME: _____
POSITION: _____	TOTAL YEARS COMPLETED IN POSITION: _____	
TOTAL YEARS AS CERTIFIED EDUCATOR IN DISTRICT: _____		
SCHOOL(S) DEPARTMENT: _____	GRADE LEVEL: _____	
EVALUATOR(S): _____		

### Summative Evidence

**SUMMATIVE EVALUATOR COMMENTS/AREAS FOR FUTURE FOCUS:**

### Rating by Domain

<b>Domain 1 Rating</b> <input type="checkbox"/> Unsatisfactory (list component deficiencies) <input type="checkbox"/> Needs Improvement (list component deficiencies) <input type="checkbox"/> Proficient <input type="checkbox"/> Excellent	<b>Domain 3 Rating</b> <input type="checkbox"/> Unsatisfactory (list component deficiencies) <input type="checkbox"/> Needs Improvement (list component deficiencies) <input type="checkbox"/> Proficient <input type="checkbox"/> Excellent
<b>Domain 2 Rating</b> <input type="checkbox"/> Unsatisfactory (list component deficiencies) <input type="checkbox"/> Needs Improvement (list component deficiencies) <input type="checkbox"/> Proficient <input type="checkbox"/> Excellent	<b>Domain 4 Rating</b> <input type="checkbox"/> Unsatisfactory (list component deficiencies) <input type="checkbox"/> Needs Improvement (list component deficiencies) <input type="checkbox"/> Proficient <input type="checkbox"/> Excellent

**Overall Summative Rating**

☐ Unsatisfactory  
☐ Needs Improvement  
☐ Proficient  
☐ Excellent

#### Signatures

Administration \_\_\_\_\_

Date \_\_\_\_\_

Certified Staff \_\_\_\_\_

Date \_\_\_\_\_

Signature does not necessarily indicate agreement with contents, but does acknowledge the teacher has received a copy.

### Employee Reflection Form (Optional)

NAME:

END OF YEAR CONFERENCE DATE:

POSITION:

TOTAL YEARS COMPLETED IN POSITION:

SCHOOL(S)/DEPARTMENT:

EVALUATOR:

#### DOMAIN 1 - Planning and Preparation

SUCCESSES:

CHALLENGES/CONCERNS:

FUTURE FOCUS:

#### DOMAIN 2 - Environment

SUCCESSES:

CHALLENGES/CONCERNS:

FUTURE FOCUS:

DOMAIN 3- Delivery of Services

SUCCESSES:

CHALLENGES/CONCERNS:

FUTURE FOCUS:

DOMAIN 4- Professional Responsibilities

SUCCESSES:

CHALLENGES/CONCERNS:

FUTURE FOCUS:

## APPENDIX F

### STATEMENT OF INTENT FORM

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
STATEMENT OF INTENT  
FOR SCHOOL YEAR \_\_\_\_\_**

TO: ALL CERTIFICATED EMPLOYEES - PLEASE READ CAREFULLY

FROM: Assistant Superintendent of Personnel Services

SUBJECT: Your Intention for the Coming Year  
**(Please complete both sections)**

Welcome in the process of planning for the \_\_\_\_\_ school year. In order to place you correctly on the Certificated Salary Schedule, we need the following information:

☐ I plan to return next year.

☐ I am uncertain at this time.

☐ I do not plan to return next year. **(By checking this box with your signature and date below and upon receipt by the District Superintendent, this Statement of Intent form will be accepted as your formal resignation from Western Placer Unified School District. Termination of your contract will be at the end of the current school term unless otherwise negotiated.)**

\*\*\*\*\*

☐ I expect to stay in the same column.

☐ I expect to move horizontally one column, (15 units), for the \_\_\_\_\_ school year. (This is in accordance with the Western Placer Teachers Association Contract)

I plan to receive \_\_\_\_\_ units. This will place my salary from  
Column \_\_\_\_\_, Step \_\_\_\_\_ to Column \_\_\_\_\_, Step \_\_\_\_\_.

Grade cards and/or transcripts are to be posted in the Personnel office before November 1, \_\_\_\_\_. If units required are posted before July 1, \_\_\_\_\_ change in column and step will be made effective on the July 31<sup>st</sup> payroll. All other column changes will be made effective on the end of month payroll in the month following the date upon which the transcripts are turned in with retro pay back to July.

**ALL TEACHERS PLEASE RETURN THIS FORM TO THE SITE PRINCIPAL BY \_\_\_\_\_**

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
School Site

## APPENDIX G

### ASSIGNMENT FAIR PROXY FORM

## Assignment Proxy Form

Assignment Fair

[Top to be filled out by Unit Member and Witness]

I, \_\_\_\_\_ (Print full name clearly), hereby appoint  
\_\_\_\_\_ (Print Proxy's full name clearly) to be my proxy, to select any  
assignment changes, may they be reassignments or transfers (including to an alternative  
education/continuation setting), on my behalf for the \_\_\_\_\_ school year as though I were  
selecting the assignment myself.

\_\_\_\_\_  
Signature of Unit Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness (Must be Unit Member)

\_\_\_\_\_  
Date

[Bottom to be filled out by Proxy and Witness]

I, \_\_\_\_\_ (Print full name of Proxy), hereby agree to act as a  
proxy, and accept the responsibilities associated with said duty, for  
\_\_\_\_\_ (Print full name of Unit Member) to select any  
assignment changes, may they be reassignments or transfers (including to an alternative  
education/continuation setting) on the unit member's behalf for the \_\_\_\_\_ school year.

\_\_\_\_\_  
Signature of Proxy (Must be Unit Member)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness (Must be Unit Member)

\_\_\_\_\_  
Date



## APPENDIX H

### CERTIFICATED STAFFING ASSIGNMENT NOTICE

## CERTIFICATED STAFFING ASSIGNMENT NOTICE

To: \_\_\_\_\_

School: \_\_\_\_\_

**Your assignment for the \_\_\_\_\_ school year will be:**

☐ Check here if site funded

Funding source: \_\_\_\_\_

### Primary Information:

☐ TK – 5 Grade level: \_\_\_\_\_ and work location: \_\_\_\_\_

☐ 6 – 8 Subject taught: \_\_\_\_\_ and work location: \_\_\_\_\_

☐ 9 - 12 Subject taught: \_\_\_\_\_ and work location: \_\_\_\_\_

☐ 6 - 12 Alt Ed Subject taught \_\_\_\_\_ and work location: \_\_\_\_\_

☐ TK - 12 Special Education/Speech: Grade levels: \_\_\_\_\_, subject taught: \_\_\_\_\_  
and work location: \_\_\_\_\_ for 80% of assignment

☐ TK - 12 Itinerant: Grade levels: \_\_\_\_\_, subject taught: \_\_\_\_\_ and work  
location: \_\_\_\_\_ for 80% of assignment

☐ TK – 12 Nurse: District-wide

### Additional Information:

☐ 6 - 8 Grade Level: \_\_\_\_\_

☐ 9 - 12 Specific Course Title(s): \_\_\_\_\_

☐ 6 -12 Alt Ed Specific Course Title(s): \_\_\_\_\_

☐ TK -12 Special Education/Speech – Other Work Locations: \_\_\_\_\_

☐ TK -12 Itinerant – Other Work Locations: \_\_\_\_\_

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal/Admin Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
DO Admin Reviewed

Your signature means the following:

1. Your assignment for the \_\_\_\_\_ School year will be described as above.
2. The school district must be informed by June 30, \_\_\_\_\_ of a change in your employment status or effective July 1, 2022, your signature is a binding agreement to commit your services to the Western Placer Unified School District for the 2022-2023 school year (Ed Code 44420/Title 5, Section 5500), except for employee initiated assignments or transfers, according to the certificated contract. Failure to fulfill this commitment may result in the suspension of your credential.

Cc: Teacher, Principal, Assistant Superintendent of Personnel Services

## APPENDIX I

### REQUEST FOR CATASTROPHIC LEAVE

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

**REQUEST FOR CATASTROPHIC LEAVE**

[ ] I am requesting \_\_\_\_\_ days (20 max.) from the Catastrophic Leave Bank.

[ ] I am requesting an additional \_\_\_\_\_ days (20 days max.) from the Catastrophic Leave Bank.

In order to understand your request and its alignment with our agreement, please describe your condition as it relates to the following:

Severity:

Incapacitating Illness or Injury:

Impact of the illness or injury on your ability to work:

Expected length of incapacitation:

Please attach doctor's prognosis and estimated length of absence from work. Also please attach any documentation you feel is important to the justification of your catastrophic leave.

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

Printed Name: \_\_\_\_\_

Social Security No. \_\_\_\_\_

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

Request Approved \_\_\_\_\_

Request Denied \_\_\_\_\_

Date \_\_\_\_\_

APPENDIX J

GRIEVANCE REPORT FORM

# GRIEVANCE REPORT FORM

## Informal Level

Name of grievant and/or association: \_\_\_\_\_

Date cause of grievance occurred: \_\_\_\_\_ Date filed: \_\_\_\_\_

Date informal conference was held: \_\_\_\_\_

Statement of grievant or representative: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Formal Level I

Within 60 calendar days of the grievant's knowledge of an occurrence of an act or omission giving rise to the grievance, the grievant must submit a Grievance Report Form to his/her immediate supervisor and the Association.

The administrator shall communicate his/her decision to the grievant and the Association in writing within five (5) working days after receiving the grievance. Within the above time limits, either party may request a personal conference.

Changes since the Informal Level in the Statement of grievant and/or Relief sought:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Formal Level I - Disposition by Immediate Supervisor

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **Formal Level II**

If a grievant is not satisfied with the decision at Formal Level I or no written decision has been rendered within five (5) working days, the grievant may resubmit his/her grievance in writing to the Superintendent and the Association.

Within five (5) working days after receipt of the Grievance Report Form by the Superintendent, the Superintendent or his designee will meet with the grievant and, upon request of the grievant, any other professional representatives.

Within five (5) working days after the meeting, the superintendent or his designee will give a written disposition of the case on the Grievance Report Form and forward it to the grievant and the Association.

Position of grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

## **Formal Level II – Disposition by Superintendent**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

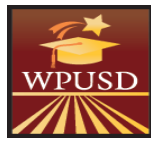
## **Formal Level III**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Formal Level II, he/she may, within ten (10) working days after a decision by the Superintendent, request in writing that the Association submit the grievance to arbitration. See contract for details.

APPENDIX K

STUDENT/TEACHER CALENDARS





# WESTERN PLACER UNIFIED SCHOOL DISTRICT

## 2022-23 Student/Teacher Calendar

### DATES TO REMEMBER:

- First Day of School for Students August 18, 2022
- Last Day of School for Students June 9, 2023

- New Teacher Day August 12, 2022
- Site/Teacher Day (1/2 Site 1/2 Teacher) August 15, 2022
- Certificated PD/Collab. Day August 16, 2022
- Teacher Day August 17, 2022

- District Staff Dev. Day November 1, 2022

### SCHOOL NOT IN SESSION:

- Independence Day July 4th
- Labor Day Sept. 5th
- Non ADA Days Aug. 15-17, Oct. 14+17, Feb. 17, March 31, April 10
- Veterans Day Nov. 11th
- Thanksgiving Break Nov. 21st-25th
- Winter Break Dec. 23-Jan. 6
- Martin Luther King, Jr. Day Jan. 16th
- President's Day Feb. 20th
- Spring Break Mar. 31-Apr. 10
- Memorial Day May 29th
- Juneteenth June 19th

### PUPIL DAYS

- August = 10 February = 18
- September = 21 March = 22
- October = 19 April = 14
- November = 15 May = 22
- December = 16 June = 7
- January = 16

**TOTAL PUPIL DAYS = 180**

- TOTAL TEACHER DAYS = 184**
- First Quarter Ends (MS/HS) - October 13th
- First Trimester Ends (Elem) - November 4th
- First Semester Ends (MS/HS) - December 22nd
- Second Trimester Ends (Elem) - February 24th
- Third Quarter Ends (MS/HS) - March 17th
- Second Semester/Third Trimester Ends - June 9th

### Early Release Days:

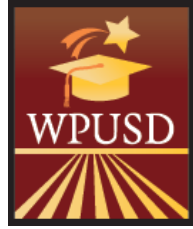
- November 14-18, 2022 Early Release for K-8 ONLY
- December 19-22, 2022 Early Release for K-12
- June 5-9 2023 Early Release for K-12
- (Early release time—see school schedules)

Board Approved on 5/18/21

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

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

July 2023				
M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				



# WESTERN PLACER UNIFIED SCHOOL DISTRICT

*Empower students with the skills, knowledge, and attitudes for success in an ever-changing world*

January 2024				
M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

August 2023				
M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

## 2023-2024 Student/Teacher Calendar

### Dates to Remember

First Day of School for Students				
August 17, 2023				
Last Day of School for Students				
June 6, 2024				

February 2024				
M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

September 2023				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Start dates for Teachers				
Aug. 11		New Teachers		
Aug. 14		Returning Teachers		
Aug. 15		Certificated PD Day		
Aug. 16		Teacher Day		

March 2024				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

October 2023				
M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

School Not in Session				
July 4th		Independence Day		
Sept. 4th		Labor Day		
Aug. 14th-16th		Non ADA Day		
Oct. 13th & 16th		Non ADA Day		
Nov. 1		Staff Development Day		
Nov. 10th		Veterans Day		
Nov. 20th-24th		Thanksgiving Break		
Dec. 22nd-Jan 5th		Winter Break		
Jan. 15th		MLK Jr. Day		
Feb. 16th		Non ADA Day		
Feb. 19th		Presidents Day		
Mar. 25th-29th		Spring Break		
Apr. 26		Non ADA Day		
May 27th		Memorial Day		
June 19th		Juneteenth		

April 2024				
M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

November 2023				
M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Early Release Days	
November 13-17, 2023	TK-8 ONLY
December 18-21, 2023	K-12
June 3-6, 2024	K-12
(Early release time - <b>see school schedules</b> )	

May 2024				
M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

December 2023				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Grading Periods				
Quarter/Semesters (MS/HS)				
End of 1st Quarter		Oct. 12th		
End of 1st Semester		Dec. 21st		
End of 3rd Quarter		Mar. 15th		
End of Second Semester		June 6th		

June 2024				
M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

Trimesters (Elem.)	
End of 1st Trimester	Nov. 3rd
End of 2nd Trimester	Feb. 23rd
End of 3rd Trimester	June 6th
Total Days	
Student Days	180
New Teacher Days	185
Returning Teacher Days	184

APPENDIX L

MEMORANDUM OF UNDERSTANDING

REGARDING EARLY RELEASE DAY

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
WESTERN PLACER UNIFIED SCHOOL DISTRICT (WPUSD)  
AND THE  
WESTERN PLACER TEACHERS ASSOCIATION (WPTA)**

**“Early Release Days”**

This memorandum of understanding is the resolution between the Western Placer Unified School District ("WPUSD") and the Western Placer Teachers Association ("WPTA") regarding the Early Release Days for the 2022-2023 school year. The following activities are at the District's Discretion. If implemented, both parties will adhere to the following agreement:

1. WPUSD and WPTA are committed to meeting the goals of the district LCAP and agree that as a Professional Learning Community (PLC) we can achieve these goals. A PLC collectively focuses on ensuring the learning and well-being of all students and the District LCAP goals capture our commitment to this. To achieve our LCAP goals we realize that dedicated PLC time is necessary to support the critical work we must do. Therefore, the District 2022-2023 calendar (attached) will reflect Early Release Mondays (ERM) to be utilized solely to support the work of our PLC in achieving our LCAP goals. Up to four (4) ERMs may be scheduled for cross-district articulation to support PLC work. All other ERMs will be utilized at site discretion for PLC work, which may include additional cross-district articulation days if sites deem them necessary.
2. The PLC process requires, through a continuous cycle, improvement upon:
  - Learning Environments
  - A guaranteed and viable curriculum
  - Effective First Instruction
  - Progress Monitoring
  - Intervention
  - Enrichment

Thus, the PLC work done during Early Release Mondays will be reflective of the aforementioned areas. Administration and WPTA unit members will participate in the PLC process to develop, implement, monitor and adjust practices that align with our belief that all kids can achieve at high levels and our commitment to ensuring all students do. To accomplish this work, PLC teams should be meeting for no less than one (1) hour at the elementary and middle school levels and for no less than fifty (50) minutes at the high school level. Start times for PLC collaboration may vary from site to site and within a site. Members not in a traditional PLC based on assignment will be required to fulfill the same PLC time commitments within a flexible schedule and will notify admin. It will be the responsibility of site administration to hold PLCs and their members accountable to this work by supporting, coaching, and/or guiding the PLC process to ensure the focus is kept on the key areas listed above and thus student achievement.

3. Early Release Days around quarter, trimester and semester grading periods will be utilized as follows:
  - a. PLCs may utilize one Early Release Monday around quarter (middle and high school) and trimester one and two (elementary) grading periods for the purpose of preparing grade reports. PLCs must work together to choose a Monday in advance and notify site administration of the chosen date.
  - b. Early Release Days at the end of trimester one (including Monday if applicable) are for the purpose of parent conferences at the elementary and middle school levels. High school will follow a normal, full day, schedule during this time.
  - c. Early Release Days at the end of semester one are for the purpose of preparing grade reports at the middle and high school levels. Elementary level will also have Early Release Days and the time will be utilized at the discretion of school sites as mutually agreed upon by unit members and site administration.
  - d. Early Release Days at the end of the school year (semester two/trimester three) are for the purpose of preparing grade reports at the elementary, middle and high school levels.
4. A minimal amount of preparation work outside of normal information gathering and assessment acquisition responsibilities may be required of unit members.
5. The Parties understand that this MOU addresses the time on Early Release Days and does not modify any current Agreement regarding the remainder of the school day. The teacher's workday ends at the normal site time.
6. Both Parties acknowledge that there is a need to provide ongoing first time and refresher training for staff engaged in the PLC process as well as additional targeted training/coaching for key District and WPTA leadership so that collectively we are equipped to operate successfully as a PLC. Consequently, The District is committed to allocating resources to support ongoing training/coaching.
7. To assist in the implementation of the PLC process and this MOU, WPUSD and WPTA will maintain an oversight committee made up of three WPUSD and three WPTA members. Concerns related to the PLC process and/or this MOU will be forwarded to this committee in lieu of the grievance process.
8. This agreement will be reviewed by both parties during the 2022-2023 school year.

Dated: 6/10/2022

For the District:

  
\_\_\_\_\_  
Cliff De Graw, Assistant Superintendent  
of Personnel Services

Dated: 6/10/2022

For the WPTA:

  
\_\_\_\_\_  
Tara Jeane, Lead Negotiator

APPENDIX M

MEMORANDUM OF UNDERSTANDING

REGARDING PRESIDENTIAL LEAVE

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
WESTERN PLACER UNIFIED SCHOOL DISTRICT  
AND THE  
WESTERN PLACER TEACHERS ASSOCIATION**

**INTRODUCTION**

**Western Placer Unified School District ("District") and the Western Placer Teachers Association ("WPTA") are committed to being proactive in developing solutions and both believe that facilitating effective communication is the key to continued success. This Memorandum of Understanding (MOU) serves to reinforce the collaborative relationship between the District and WPTA. This MOU is renewable by mutual agreement.**

1. The language in section (G) of Article VIII LEAVES shall be modified as follows when this MOU is in effect:

The Association may take up to twenty (20) days of paid leave per school year for local, state, or national conferences or for conducting other business pertinent to Association affairs. Unit members using these days are at the discretion of the WPTA. The Chief Negotiator may take six (6) additional days leave not included in the twenty (20) day limit for conducting other business pertinent to Association affairs. This Association leave taken by the Chief Negotiator will not be included in the twenty (20) day limit. The Association shall be charged a fee not to exceed the actual cost of the substitute.

The District will release the president of the Association from their teaching duties to conduct Association business for a minimum period of 12.5% and a maximum of 20% of their contract year. (For secondary teachers, not more than the equivalent of one teaching period of release time will be granted. At the elementary level, no more than one-half of one day per week will be granted). The Association will reimburse the district 100% of the actual costs of salary plus benefits and statutory costs for the portion of the contract used for the Association president's release time. During this leave, the president of the Association will continue to be compensated by the district and will retain all rights and benefits as though in regular service. The Association president will fulfill all school/district assignments and responsibilities. The scheduling of the leave shall be based on the needs of the district. Prior to visiting a school site, the Association President will inform the site principal of the time and general purpose of the visit. The President will not visit classrooms during instructional time without notifying the district.


2. In the event any term of this MOU shall, to any extent, be found to be invalid or unenforceable, the remainder of this MOU shall remain valid and enforceable.
3. This MOU shall be governed by and controlled in accordance with the laws of the State of California.



4. The MOU is contingent and shall become effective upon approval by the Western Placer Teachers Association as evidenced by the signature of the WPTA and WPUSD designees below.

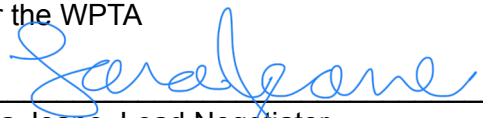
Dated: 6/10/2022

For the District:

  
\_\_\_\_\_  
Cliff De Graw, Assistant Superintendent of  
Personnel Services

Dated: 6/10/2022

For the WPTA

  
\_\_\_\_\_  
Tara Jeane, Lead Negotiator

APPENDIX N

MEMORANDUM OF UNDERSTANDING

REGARDING SPECIAL EDUCATION

**MEMORANDUM OF UNDERSTANDING  
REGARDING SPECIAL EDUCATION  
BETWEEN THE  
WESTERN PLACER UNIFIED SCHOOL DISTRICT (WPUSD)  
AND THE  
WESTERN PLACER TEACHERS ASSOCIATION (WPTA)  
May 24, 2022**

This Memorandum of Understanding (MOU) is entered into by and between the Western Placer Unified School District ("District") and the Western Placer Teacher Association ("Association"). The District and Association are hereinafter collectively referred to as "the Parties".

It is the intent of the District and the Association to continue working together to meet the diverse and unique needs of the district's students receiving special education services and to comply with Federal and State laws and regulations. The Parties believe that students with disabilities will be most successful when the district provides a continuum of special education and related services in the least restrictive environment.

Special Education Advisory Committee (SEAC)

1. To ensure students' success, the Parties agree to establish a Special Education Advisory Committee to collaboratively review and adjust processes for the implementation of the full continuum of special education and related services in the least restrictive environment.
2. The committee will consist of staff representing a cross-section of general and special education programs. The work of the committee will include, but not be limited to the following:
  - a. Engage in a self-study, during the 2022-2023 school year, of current practices and procedures related to:
    - staffing and workload, including paraprofessionals
    - related services (speech, behavior, mental health, OT, etc.)
    - SST and pre-referral process
    - transitions
    - student success and long term outcomes
    - identification and assessment policies and practices
    - IEP process (development, implementation, review, exiting)
    - resource specialist program
    - learning center model
    - special classes and programs
    - vocational education
    - special education department heads
    - articulation and collaboration between general education and special education teachers and other support staff
    - co-teaching model
    - inclusive practices
    - implementation of research-based programs such as Universal Design for Learning (UDL) or SOAR (Success, Opportunity, Achievement, Resiliency)
    - implementation of standards based instruction for students with disabilities
    - English language learners with IEPs


- b. Determine, after the results of the self-study, if there is a need to initiate a programmatic study with an outside agency (such as West Ed) to address areas of concern.
- c. Advise and make recommendations regarding special education practices and procedures as related to the self and/or outside agency study.
- d. Support in the development and implementation of recommended changes.

#### Committee Guidelines

- 3. The Special Education Advisory Committee will meet on a monthly basis, at a minimum.
- 4. The committee will be chaired by the director of special education and will consist of other district staff as well as representatives from elementary and secondary in each of the following categories: program specialists, special education teachers, paraprofessionals, general education teachers, school psychologists, site administrators, and other service providers (on an as needed basis).
- 5. The director of special education will collaborate with the WPTA President regarding the selection of committee representatives that are WPTA unit members.
- 6. Agenda items shall be provided to the committee chair no later than two (2) days prior to the meeting.
- 7. Other subjects brought to the Special Education Advisory Committee shall be of district-wide concern, or concerns of a site which, despite good-faith attempts by all parties involved, have not been resolved at the site level.
- 8. The parties agree that the Special Education Advisory Committee may be dissolved, by mutual agreement, once the work of the committee has been deemed complete.

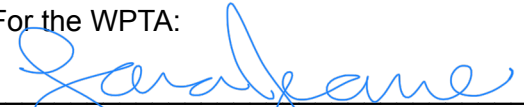
Dated: 6/10/2022

For the District:

  
\_\_\_\_\_  
Cliff De Graw, Assistant Superintendent  
of Personnel Services

Dated: 6/10/2022

For the WPTA:


  
\_\_\_\_\_  
Tara Jeane, Lead Negotiator

## APPENDIX O


### AGREEMENT SIGNATURE PAGE

Agreement has been reached between the Western Placer Unified School District and the Western Placer Teachers Association on this revised collective bargaining agreement. All changes agreed to in the Tentative Agreement have been included in this revised version of the agreement and all existing Memorandums of Understanding have been incorporated into this agreement, with the exception of those included in the Appendices.

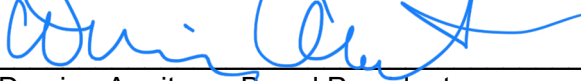
For the District:

  
\_\_\_\_\_  
Cliff De Graw, Assistant Superintendent of  
Personnel Services  
7/27/22  
\_\_\_\_\_  
Date of Signature

For the WPTA

  
\_\_\_\_\_  
Joshua Reafsnyder, WPTA President  
7-27-22  
\_\_\_\_\_  
Date of Signature  
6-13-22  
\_\_\_\_\_  
Date Ratified by WPTA Members

For the Board of Trustees:

  
\_\_\_\_\_  
Damian Armitage, Board President  
7/28/22  
\_\_\_\_\_  
Date of Signature  
6/21/22  
\_\_\_\_\_  
Date of Board Approval