

Complete Board meeting packets are available for review at the Administration Building, the District's six high schools, on the District Website, www.wccusd.k12.ca.us/sb/packets, and at public libraries throughout West County.

Participants and spectators are requested to set cell phones and pagers to silent mode during Board meetings.

**SPECIAL BOARD MEETING
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
VISTA HILLS HIGH SCHOOL
2625 Barnard Road, Room V9
Richmond, CA 94806

Tuesday, December 15, 2009

6:30 PM**

A. OPENING PROCEDURES

- B.1 Pledge of Allegiance**
- B.2 Roll Call**

B. ACTION ITEM

- * B.1 Ratification of Contract with United Teachers of Richmond (UTR)
(UTR / AB1200 Public Disclosure of Collective Bargaining Agreement with UTR)**

Comment:

The WCCUSD and its teachers' union, the United Teachers of Richmond have been in bargaining since May 2008 over a successor contract to the one that expired in June 2008. District and UTR Collective bargaining proposals were sunshined for the 2008-09 year. The parties have reached a tentative agreement that covers 2009-10, 2010-11 and 2011-12. A copy of the Tentative Agreement is provided under separate cover. If UTR ratifies the Agreement, the Board of Education will meet to consider ratification.

School districts are required to publicly disclose the provisions of all collective bargaining agreements before they ratify an agreement. This ensures that the public is aware of the details associated with a tentative collective bargaining agreement before it becomes binding on the district. A summary of the savings associated with the agreement is attached. This summary has also been provided to the County Office of Education.

The Board will receive public comment on the proposed contract changes and salary adjustments before the Board votes to ratify the Agreement.

We want to take this occasion to thank the representatives of both groups for their time and effort in reaching this accord.

Recommendation: Recommend that the Board of Education ratify the Tentative Agreement between the West Contra Costa Unified School District and UTR.

Fiscal Impact: Savings: 2009-10 \$7.5 million, 2010-11 & 2011-12 \$12.5 million per year 2012-13 \$11.4 million

C. THE NEXT REGULARLY SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – January 6, 2010

D. ADJOURNMENT

Special Accommodations: Upon written request to the District, disability-related modifications or accommodations, including auxiliary aids or services, will be provided. Please contact the Superintendent's Office at 510-231-1101 at least 48 hours in advance of meetings.

The public may address items which are marked with an asterisk ().*

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: December 15, 2009

From: Sheri Gamba, Associate Superintendent Business Services
Jessica Romeo, Assistant Superintendent Human Resources

Agenda Item: B.1

Subject: Ratification of Contract with United Teachers of Richmond (UTR)
(UTR / AB1200 Public Disclosure of Collective Bargaining Agreement with UTR)

Background Information: The WCCUSD and its teachers' union, the United Teachers of Richmond have been in bargaining since May 2008 over a successor contract to the one that expired in June 2008. District and UTR Collective bargaining proposals were sunshined for the 2008-09 year. The parties have reached a tentative agreement that covers 2009-10, 2010-11 and 2011-12. A copy of the Tentative Agreement is provided under separate cover. If UTR ratifies the Agreement, the Board of Education will meet to consider ratification.

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The Board will receive public comment on the proposed contract changes and salary adjustments before the Board votes to ratify the Agreement.

We want to take this occasion to thank the representatives of both groups for their time and effort in reaching this accord.

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Fiscal Impact: Savings: 2009-10 \$7.5 million, 2010-11 & 2011-12 \$12.5 million per year 2012-13 \$11.4 million

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

SUMMARY OF TENTATIVE AGREEMENT

AB1200 Summary/Contra Costa County Office of Education

WITH UNITED TEACHER OF RICHMOND BARGAINING UNIT
OF THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

To be acted upon by the Governing Board at its meeting on 11-18-09.

GENERAL:

If this Public Disclosure is not applicable to all of the district's bargaining units, indicate the current status of the other units.

Certificated: WCCAA Settled Classified: SSA and Local One Settled

The proposed agreement covers the following period: 2008-09 through 2012

COMPENSATION:

Proposed percentage increase in proposed agreement: 0% for each year

The Group has agreed to a work year reduction of 3 days for all employees with a corresponding reduction to each salary schedule effective July 1, 2010, plus two furlough days for all employees for the 2010-11 and 2011-12 school years and a tiered rate cap on health benefits. There is also a revision to salary schedule 6 and the placement of particular speech pathologists based upon years of service.

Total cost increase (savings) for 2010-11 & 2011-12: Salaries per year: (\$2,572,822)

Statutory Benefits per year: (\$ 342,737)

2009-10, 2010-11 Health & Welfare (Calendar Year Annually): (\$4,385,173)

The dollar amount of these savings has already been factored in to the Board's Fiscal Recovery Plan. However, with the change to a reduced work year/furlough plan, coupled with the tiered benefit rates, the savings will now be disbursed among the salary AND benefits as opposed to strictly the benefits category.

OTHER PROVISIONS:

A maximum contribution program was agreed upon for all employees who were employed prior to January 1, 2007, who vest under the new provisions and retire from Cal-Pers and the District after June 30, 2010. Employees hired after January 1, 2007 will be eligible to vest (10 years) for the Cal-Pers minimum allowable contribution (aka administrative fee). This savings will not net a short term budgetary benefit, but will change the OPEB liability for the district and the pay as you go requirement in future years.

Class size language has been modified in grades K-3 to be 31:1

Secondary schools staffing language has been changed to an allocation model of 32:1

Prep time for Kindergarten teachers has been reduced from 515 to 100 minutes per week

There shall be no re-openers for the duration of the agreement

Savings for these items has already been reported in the Fiscal Recovery Plan.

WAS THIS COST INCLUDED IN THE LATEST

PROJECTIONS PROVIDED TO THE COUNTY OFFICE?

Yes X No _____

Savings were included as a part of the District's Fiscal Recovery Plan, which was adopted at the Budget Revision on October 7, 2009.

Savings will be realized in the General Fund, Pre-School and the Adult Education Fund.

TENTATIVE AGREEMENT
BETWEEN THE
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT



AND THE
UNITED TEACHERS OF RICHMOND

RICHMOND, CALIFORNIA
EFFECTIVE JULY 1, 2009 TO JUNE 30, 2012

UNITED TEACHERS OF RICHMOND, CTA/NEA EXECUTIVE BOARD

Gail Mendes.....	President
Robert Ellis.....	Vice President
Pixie Hayward Schickele	Secretary/Treasurer
Debora Willis.....	Elementary Director
Pasquale Scuderi.....	Middle/Junior High Director
Brent Claudeanos.....	Secondary Director
Elaine Claudeanos	Special Services Director
Mel Collins.....	Area I Representative
Joanna Bird.....	Area II Representative
Linda Lambie	Area III Representative
Gail Mendes.....	State Council Representative
Robert Ellis.....	State Council Representative
Linda Lambie	State Council Representative
Terry Jackson.....	State Council Representative
Margaret Browne	Alcosta State Council Representative
Pixie Hayward Schickele	CTA Director

UTR EXECUTIVE DIRECTOR Jeff Cloutier

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

SUPERINTENDENT OF SCHOOLS Cynthia M. LeBlanc BOARD OF EDUCATION

2005-2006

Charles Ramsey.....	President
Karen Pfeifer	Clerk
Dave Brown	Member
Karen Fenton	Member
Glen Price	Member

WCCUSD NEGOTIATING TEAM

Laurie Juengert.....	Chief Negotiator
Brandon Krueger.....	Negotiator
Kaye Burnside.....	Negotiator
Harriet MacLean....	Negotiator
Roz Plishner	Negotiator

UTR NEGOTIATING TEAM

Jeff Cloutier.....	Spokesperson
Pasquale Scuderi.....	Negotiator
Brent Claudeanos.....	Negotiator
Chris Fruzza	Negotiator
Pixie Hayward Schickele	Negotiator
Glenna Hamilton	Negotiator

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**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
UNITED TEACHERS OF RICHMOND**

**ARTICLE 1
AGREEMENT**

Section 1. The Articles and provisions contained herein constitute a bilateral and binding Agreement by and between the Governing Board of the West Contra Costa Unified School District and the United Teachers of Richmond, CTA/NEA, an employee organization.

Section 2. This Agreement is entered into pursuant to Chapter 10.7, Division 4 of Title 1 of the Government Code ("Act").

Section 3. This Agreement shall remain in full force and effect from July 1, 2009 until June 30, 2012. New items, except as otherwise designated, will be effective upon ratification. ~~There shall be reopener negotiations for 2006-2007 on Article 23, Salary only and in 2007-2008 on Article 23, Salary and one article of each party's choice, except for Article 25—Health Benefits.~~

The parties agree to the following reopeners:

- 1) For the duration of the agreement, in the event of an ongoing increase to the fully funded base revenue limit, the parties may reopen compensation by mutual agreement;**
- 2) For the 2011-2012 school year, the parties will reopen the class size article.**

The following items are “suspended” and shall remain “suspended” until mutually agreed otherwise by the parties. In addition, language added to the contract listed below shall remain in effect until the parties mutually agree otherwise.

Article 12 Class Size: Sections 1, 2 and 12.

Article 22 School Calendar: Sections 1, 5, 6, 8 and 9.

**ARTICLE 2
DEFINITIONS T/A**

Section 1. Unless otherwise specified in this Agreement, the term “teacher” refers to those employees represented by the Union.

Section 2. The term "Board" shall mean the Board of Education of the West Contra Costa Unified School District and/or its authorized agents.

Section 3. The term "Union" shall mean the United Teachers of Richmond, CTA/NEA.

Section 4. Minimum Day.

1. A "minimum day for students" shall require teachers to work according to their regular schedule.
2. A "student/teacher minimum day" shall mean the shortened teacher instructional day and fifteen (15) minutes before the teacher instructional day.

Section 5. "Teacher Instructional Day" shall mean the student instructional day and teacher preparation period.

Section 6. "Immediate family" shall mean: Mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, spouse, brother, brother-in-law, sister, sister-in-law, grandparent, great grandparent, grandchild, step-children, and step-parents. For the purpose of bereavement and family illness leave, immediate family shall also include domestic partners who are registered in the Personnel office.

**ARTICLE 3
SUCCESSOR AGREEMENT T/A**

Section 1. Not later than January 15 of the calendar year in which this Agreement expires, the Board and the Union shall meet and negotiate in good faith on a successor agreement.

Section 2. Either party may utilize the services of outside consultants to assist in the negotiations, not to exceed two (2) at any one session.

Section 3. The Union shall designate seven (7) representatives who shall receive a reasonable amount of release time, without loss of compensation, to participate in the negotiations process.

**ARTICLE 4
RECOGNITION T/A**

Section 1. The Board recognizes the Union as the exclusive representative of all full or part-time non-management, non-supervisory certificated employees. The jobs or positions which are excluded from the unit are: Superintendent, assistant and associate

superintendents, directors, supervisors, administrative assistants, administrators, coordinators, principals, vice-principals, deans, or any other employee excluded by Section 3540.1 of Chapter 10.7, Division 4, Title 1, of the California Government Code, paragraphs G and M.

ARTICLE 5

SCOPE OF REPRESENTATION T/A

Section 1. The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200 of the Government Code, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, and procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7 and 3548.8 of the Rodda Act.

ARTICLE 6

MANAGEMENT RIGHTS T/A

Section 1. As authorized in Article 10, Section 3549, Chapter 10.7, Division 4, Title 1 of the Government Code, the District reserves the right to make the final decision, with regard to all matters not within the scope of representation as defined in Section 3543.2 of the above-described law.

Section 2. Recognizing that the Board of Education is the elected body charged with conducting the affairs of the District, all rights which ordinarily vest in and have been exercised by the District shall continue to vest exclusively in and be exercised by the District unless otherwise modified by this Agreement. Such rights shall include, by way of example but not limitation, the right to:

1. Manage and control the District, its facilities and operations as well as to direct the working forces and affairs of the District.
2. Within existing law and this Agreement, direct the working forces, including the right to select, hire, lay off, promote, discipline, suspend, dismiss, transfer, assign work or extra duties, and determine the size of the work force.
3. Determine the services, instructional materials, supplies and equipment necessary to conduct the operation of the District and implement this Agreement and to determine the methods, schedules, and standard of operation essential to all District programs.
4. Adopt and enforce District rules and regulations not in conflict with this Agreement.
5. Determine the number, type, location, use, scheduling and functions of all District facilities except as modified by this Agreement.

ARTICLE 7

UNION RIGHTS T/A

Section 1. The Union and its members shall have the right to make use of school buildings and facilities at all reasonable hours. Additional costs beyond normal operating expenses shall be borne by the Union.

Section 2. The Union shall have access to the school mail system, to the extent allowed by law and subject to reasonable regulations, in order to facilitate the conduct of its business. The Union may use the teacher mailboxes for communications to teachers.

Section 3. The Union shall have the right to post notices of activities and matters of Union concern on Union bulletin board space, an adequate amount of which shall be provided in each school building in areas frequented by teachers.

Section 4. The Union shall have the right of access to areas in which employees work at times that do not interfere with the teachers' classroom instruction.

Section 5. UTR President

1. For each year that the UTR President holds office, he/she shall have the option of being full release-time President or working with a full-time teaching partner. In both cases, the District shall employ a full-time temporary contract teacher either to fill the vacancy created by the teaching partner or the vacancy created by the release-time President.
2. UTR shall reimburse the West Contra Costa Unified School District for the full cost of a temporary teacher. In the event that either party disagrees with the amount, the cost shall be calculated at the average cost of all temporary contract teachers employed by the District during the year in question.
3. The employee serving in the position of teaching partner shall be entitled to return to the same position he/she held prior to accepting the teaching partner assignment upon conclusion of the President's term. The District shall inform any employee accepting the teaching partner's regular assignment that the position is temporary.

The President shall be entitled to return to the same position that he/she held immediately before commencement of the leave unless he/she would have been transferred or reassigned pursuant to Article 14 had service been rendered during the period of the leave. The provisions of this Section shall apply to a leave of up to four (4) years.

Section 6. Names, addresses and telephone numbers of all District teachers, arranged by zip code, shall be provided without cost to the Union no later than November 1 of each school year.

Section 7. The Union shall be meaningfully involved in the selection of teacher representatives to all site councils, committees and task forces.

Section 8. Two (2) Wednesdays each month shall be reserved for the conduct of Union business. The District shall not schedule after-school meetings or staff development meetings on these days. The Union shall designate which Wednesdays are to be reserved by May 15 of the preceding year.

ARTICLE 8

ORGANIZATIONAL SECURITY T/A

Section 1. Any teacher who is a member of the United Teachers of Richmond, 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 Union. Such authorization shall continue in effect for the duration of the Agreement. Pursuant to such authorization, the District shall deduct one-tenth (1/10th), one-eleventh (1/11th), or one-twelfth (1/12th), depending upon the number of paychecks received.

Section 2. Any teacher who is not a member of the United Teachers of Richmond, CTA/NEA or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall immediately become a member of the Union or pay to the Union a fee in an amount equal to unified membership dues, initiation fees and general assessment, payable to the Union; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Section 1 of this Article. In the event that a teacher shall not pay such fee directly to the Union or authorize payment through payroll deduction as provided in Section 1, the District shall automatically deduct such service fees as authorized by Education Code, Section 45061.

Section 3. Any teacher who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the United Teachers of Richmond, CTA/NEA as a condition of employment, except that such employee shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations and charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- a. American Heart Association
- b. American Red Cross
- c. United Way

Such payment shall be made on or before December 31 of each school year.

1. Proof of payment pursuant to Section 3 shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Sections 1 and 2 of this Article. Such proof shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before February 15 of each school year. The Union shall have the right of inspection in order to review said proof of payment.
2. Any teacher making payments as set forth in Sections 3 and 3.1, and who requests that the grievances 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.

Section 4. With respect to all sums deducted by the District pursuant to authorization of the employee, whether for membership dues or equivalent fee, the District agrees to remit promptly such monies to the agency designated by the Union accompanied by an alphabetical list of teachers for whom such deductions have been made.

Section 5. The Union agrees to furnish any information needed by the District to fulfill the provisions of this Article.

Section 6. Upon appropriate written authorization from any teacher, the District shall deduct from the salary of that teacher, and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Union and the District.

Section 7. The Union and the District hereby agree as follows:

1. The Union agrees to pay to the District one-half (1/2) of all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement (or their implementation).
2. The Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Section 7.1 shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE 9 DISCIPLINARY ACTION T/A

Section 1. Disciplinary action is defined as an oral warning or reprimand, written reprimand, suspension, demotion or dismissal. Suspension without pay shall be limited to a maximum of fifteen (15) days. Disciplinary action must be substantiated and shall be for just cause. The parties recognize the American Arbitration Association Guidelines in the implementation of this Article.

Section 2. The Board and the Union agree that discussions with teachers regarding disciplinary action shall be conducted in an appropriately private setting apart from individuals not directly involved in the issue. This shall not constitute a waiver of representation.

1. Teachers shall have the right to be accompanied by a Union representative at any meeting with an administrator where disciplinary action is contemplated or discussed.

Section 3. In all cases, the action taken by the District shall be invoked at a level commensurate with the offense.

Section 4. The principles of Progressive Discipline shall be followed in the application of this Article.

Section 5. This Article does not apply to permanent teacher dismissal and temporary and probationary non-renewals of contract.

ARTICLE 10

HOURS OF EMPLOYMENT AND DUTY ASSIGNMENT

Section 1. Workday.

1. Elementary and junior high/middle school teachers are to report to duty fifteen (15) minutes before their instructional day begins, and remain on duty twenty-two (22) and thirty (30) minutes respectively after their instructional day ends, with the exception of faculty meetings or adjunct duty assignments as per this Agreement. District-approved class scheduling exceptions may modify this requirement within the total of the above time constraints.
2. High school teachers are to report to duty five (5) minutes before their instructional day begins and remain on duty five (5) minutes after their instructional day ends. The same exceptions which apply to the elementary and junior high/middle school requirements shall apply to high school schedules. (See Appendix F for Memorandum of Understanding.)
3. Elementary/junior high/middle school teachers who engage in activities at the junior high/middle/high school level for which extra-duty pay is provided may leave school at the end of the instructional day in order to begin their activities as soon as possible, pursuant to prior arrangements as determined by principals involved.
4. Instructional time for grade 6, 7, and 8 teachers in a departmentalized program in a K-8 school shall not exceed 1400 minutes per week. At least 100 minutes of preparation time per week shall be provided.

Section 2. The instructional day for junior high/middle school teachers shall begin with the students' regular school starting time, and shall not exceed 250 minutes for a regular teaching day (200 minutes on minimum days). The workday shall also contain a conference period equal in length to the teaching periods.

Section 3. The instructional day for senior high school teachers shall begin with the students' regular starting time and shall not exceed 280 minutes for a regular five (5)-period teaching day (216 minutes on minimum days).

Section 4. Secondary teachers in eight-period-day schools shall have one unassigned period per day set aside exclusively for preparation, planning, and conferencing and one period to be utilized for self-selected professional activities. Such activities shall be related to the enrichment of the school's educational program and/or the teacher's professional growth in a school-related discipline.

1. Teachers shall notify the principal of how they intend to utilize this period by the end of the third week of school. Principals shall not unreasonably and arbitrarily withhold their approval.

Section 5. Notwithstanding the provisions of Section 4, the following exceptions shall apply to the use of preparation/conference periods.

1. Assignment as a period substitute for an absent regular teacher pursuant to Article 27.
2. A mutually agreeable Added Duty Assignment pursuant to Section 6 below.

Section 6. Added Duty Assignments. Mutually agreeable Added Duty Assignments shall be governed by the following provisions:

1. Work performed and compensated for Added Duty Assignments shall be in addition to and separate from a teacher's regular contract and shall be processed by time card or equivalent method.
2. There will be no compensation for Added Duty Assignments beyond 120%. An exception to this limit may be made during the school year, in consultation with the Union, when the need arises.
3. In the event more than one equally qualified bargaining unit member at the site may be available for an Added Duty Assignment, seniority shall prevail. The following criteria shall be used to determine qualifications: credentials; major and minor fields of study; teaching experience; and special skills required by the particular assignment.
4. Regular Education in Secondary Schools: Mutually agreeable Added Duty Assignments may be issued to bargaining unit members for teaching a sixth (6th) period assignment. Compensation shall be at the teacher's regular rate of pay, prorated. There shall be no more than four (4) such assignments at each secondary school. An exception to this limit may be made during the school year, in consultation with the Union, when a need occurs or when a new qualified teacher cannot be hired.
5. Special Education: Added Duty Assignments may be issued to bargaining unit members for teaching a twenty (20) percent student load and/or extra period above his/her regular assignment. Compensation shall be at the teacher's regular rate of pay, prorated.
6. Regular and Special Education: Added Duty Assignments may be issued to bargaining unit members for teaching less than a twenty (20) percent student load above his/her regular assignment. Compensation shall be at the double sub rate prorated. It is not the intent of this Sub-Section to subvert class size maximums in this Agreement, and only in extraordinary circumstances shall an Added Duty Assignment be issued under this Sub-Section.

7. Regular and Special Education: Notwithstanding Sub-Section 6.2, Added Duty Assignments, or legally mandated Added Duty Assignments, may be issued to bargaining unit members for meeting compliance issues, for example, IEP meetings, due process hearings, expulsion hearings, Section 504 hearings, et cetera. Compensation shall be at the hourly rate (formerly Adult School Rate).

Section 7. Each secondary school staff shall determine whether to implement alternative schedules within the contractual time constraints which may include components such as “sustained silent reading,” homeroom, etc.

1. Alternate schedule proposals related to instructional day increases may be initiated by either the majority of the unit members at each secondary school or by the principal.
2. The particular configuration and implementation of the alternative schedule at each school shall be as mutually agreed upon by the majority of the school’s unit members and the principal.
3. Principals shall not arbitrarily withhold their consent to the implementation of alternative schedules.

Section 8. The following instructional and preparation time requirements shall be in effect for elementary school teachers. The District shall make every effort to ensure that no elementary school is assigned Monday or Friday as a preparation time day more than twice in a five-year period.

1. Instructional time for kindergarten teachers shall be limited to 1,000 minutes per week including recess. Preparation time shall be 515 minutes per week.(see Side Letter for Writ of Mandate)
2. Instructional time for teachers in grades 1-3 shall not exceed 1,415 minutes per week. At least 100 minutes per week of preparation time shall be provided.
3. Instructional time for teachers in grades 4-6 shall not exceed 1,415 minutes per week. At least 100 minutes per week of preparation time shall be provided.

Time schedules and the distribution of preparation time shall be as mutually agreed upon by the parties.

Preparation time in elementary schools shall be used exclusively for preparation, planning, and conferencing.

Section 9. Secondary teachers shall not teach more than the equivalent of twenty-five (25) instructional periods per week except as otherwise provided in this Agreement. Grade 6, 7, and 8 teachers in a departmentalized program in a K-8 school shall not teach more than the equivalent of thirty (30) instructional periods per week.

Section 10. In nontraditional schedule schools, the length of the instructional class meeting shall be flexible within the instructional day but shall not exceed 135 minutes.

The number of mods assigned to teachers per week for conferencing, office hours, open labs, scheduled labs, and classroom instruction shall be as comparable as possible depending on total program constraints and subject program configuration requirements.

Section 11. Secondary teacher preparation shall be limited to three (3) separate preparations in two (2) departments included in the teacher's class schedule. Upon request the administration shall furnish written reasons when it claims such limitation is not possible. This section applies to grade 6, 7, and 8 teachers in a departmentalized program in a K-8 school.

Section 12. Every classroom teacher shall be entitled to a duty-free uninterrupted lunch period of at least thirty (30) consecutive minutes daily. Elementary teachers shall be entitled to two (2) relief periods of ten (10) minutes during each day, one (1) in the morning and one (1) in the afternoon. Kindergarten teachers shall be entitled to one (1) such relief period.

Section 13. Work schedules for non-classroom teacher members of the unit shall be so arranged as to afford ample time during their workday for comparable lunch and break time. Provision shall be made to guarantee adequate time for the completion of necessary responsibilities during the teachers' normal workday.

Section 14. No more than one (1) faculty meeting following the regular instructional day shall be held per month except as warranted by unusual circumstances. Faculty meetings shall begin no later than fifteen (15) minutes after the student's instructional day and shall be limited to no more than one (1) hour in duration.

1. Every effort shall be made to distribute an agenda two (2) days before each faculty meeting except in case of emergency. Teachers shall have an opportunity for input on agenda items.

Section 15. Other Meetings.

1. No unit member shall be required to attend more than one (1) additional meeting per month after the teacher's normal work day.
2. Compensation for attending such required "other meetings" shall be at the teacher's regular rate of pay, or at the option of the teacher, by providing compensatory time off.

3. Teachers shall be notified at least one (1) week in advance of such meetings, whenever possible.
4. Notwithstanding the above provisions, compensatory time off or pay provisions shall not begin until the 31st minute after the students' instructional day in high schools.

Section 16. Except under extraordinary circumstances, teachers may leave school at the conclusion of the teachers' instructional day on Fridays and days before holidays.

Section 17. Special Education.

1. The workday for Special Education teachers shall be the same as that for regular education teachers.
2. The instructional day for Special Education teachers shall be the same as that for regular educational teachers. (See Memorandum of Understanding, Appendix F).
3. Each SC or RSP teacher shall have an aide in proportion to his/her assignment. Aide assignments for full-time NSH teachers shall be five (5) hours per day.
4. Mandatory Special Education in-service meetings for all teachers shall be conducted during the normal workday.
5. Special Education-related activities such as IEP meetings shall be conducted during the normal workday, whenever feasible.

Section 18. No teacher may be required to accept a volunteer worker or observer in his/her classroom. However, parents of students enrolled in the class may make routine visits to the class, provided the teacher has been notified the day prior to the visit.

Consultants in Classroom: The District shall provide a minimum of 24 hours notice to teachers regarding any visit by an outside consultant. Such visits may take place on less than 24 hours notice by mutual agreement of the consultant and the teacher.

Section 19. Proficiency Exams. The District shall employ "readers" for the purpose of correcting the writing sample Sections of all state-mandated proficiency exams. All other Sections shall be machine graded.

Section 20. AM/PM Kindergarten

1. Reasonable effort will be made to provide release time to kindergarten teachers for all staff meetings or inservice e.g. modified day scheduled during the AM or

PM instructional day. All materials from meetings will be promptly provided to AM or PM teachers unable to attend meetings or inservice.

2. For AM/PM kindergarten teachers who share a classroom, the District will provide reasonable work areas for preparation time. If acceptable work areas cannot be provided, the District and the teacher shall work together to agree on an acceptable option.

ARTICLE 11 ADJUNCT (NON-INSTRUCTIONAL) DUTIES T/A

Section 1. Teachers may be assigned to perform adjunct or non-instructional duties before, during and after the instructional day (student's regular day) pursuant to the following guidelines:

1. Such assignments shall be distributed fairly and equitably with due consideration for the employee's total responsibilities.
2. The number of employees involved shall be kept at the minimum reasonably necessary for the activity involved.
3. Reasonable notice shall be given to the employees involved.
4. The District shall take reasonable measure to provide for the personal safety of employees involved.
5. Volunteers shall be sought before mandatory assignments are made.
6. Teachers shall not be assigned noon yard supervision during student lunch periods except in cases of emergency. In such cases, teachers shall receive compensatory time off at the end of their workday.

Section 2. The parties agree that the position of secondary department chairperson is a voluntary one. In those cases where teachers are willing to serve as department chairpersons, they shall be elected by members of the department. Each teacher assigned classes within the department shall have as many votes as the number of classes he/she teaches within the department.

ARTICLE 12 CLASS SIZE

Section 1. The District shall not exceed the maximum elementary school class sizes as listed below. ~~Where class reduction is implemented in grades K-3, the District will follow applicable State Class Size Reduction legislation.~~

Kindergarten	20
*Grades 1-3	20
Grades K-3	31
Grades 4-5	33
Grades 6	33* except where departmentalized

Grades 6-8 in a K-8 school 33

1. The District will make a reasonable effort (within budgetary constraints and the best interests of the students) to reduce the number of combination classes and/or to reduce them to less than maximum class size.
 - a. There shall be no bilingual combination classes, unless mutually agreed upon by the teacher and site administrator.
2. In addition, regarding K-1 combination the following alternatives shall be explored and implemented if at all possible:
 - a. Freezing of class size at ~~twenty (20)*~~ **thirty one (31)** and transferring other kindergarten students.
 - b. ~~Elimination of kindergarten classes in a particular school and transfer of students to another school where geographically feasible.~~
 - c. Notwithstanding the provisions of this Section, no K-1 class shall be formed unless at least six students from each grade level are assigned.

~~*31 where Class Size Reduction has not been implemented.~~

Section 2. ~~The District shall not exceed the maximum secondary school class sizes as listed below:~~ **Secondary Class Size Grades 6(where departmentalized)-12**

Middle School (grades 6-8) shall be budgeted and assigned at a minimum of one FTE for every thirty-two (32) students. The per teacher maximum class size average shall be 38 in Math, Social Science, Science, English and ELD.

High School (grades 9-12) shall be budgeted and assigned at a minimum of one FTE for every thirty-two (32) students. The per teacher maximum class size average shall be 38 in Math, Social Science, Science, English and ELD.

English, Reading	32
Other Academic Areas	35

- ~~1. In classes requiring special equipment, student enrollment shall be limited to the number of stations provided.~~
- ~~2. When assigning students to classes pursuant to this Article, the District shall limit the total number of student contacts for teachers in G/T middle schools to:~~
~~175 per week for Core and Electives teachers~~

_____200 per week for P.E. teachers

3. Grade 6, 7, and 8 teachers in a departmentalized program in a K-8 school shall be assigned a maximum number of student contacts equivalent to four classes.
- ~~3. The district shall implement the State-funded program for 9th grade Class Size Reduction as allowed by facilities, teacher availability, and on-going funding.~~

A committee at each secondary school site, consisting of two (2) district representatives and two (2) association representatives to study the entire class size issue at that site. The committee will be convened by the site principal within eight (8) school days after the beginning of each semester. Additionally, the class size committee will meet two (2) weeks before the end of the first semester to try to minimize second semester problems.

This committee is empowered to review all relevant statistics, causes, and student work stations and other specialized classroom work stations to make recommendations to the Superintendent's designee. Recommendations of the class size committee shall be made to the Superintendent's designee by one (1) administrator and one (1) unit member from the class size committee. The Superintendent's designee shall respond to the recommendations within four (4) school days of receiving proposals from all schools. If the committee is not satisfied with the designee's response, the committee may appeal to the Superintendent to alleviate any problems that it determined to be in existence and he/she must respond within five (5) days. The committee recognizes that fiscal and personnel limitations may cause temporary class size imbalances.

Section 3. Class size census to determine compliance with these Sections shall begin during the first week of school. The process of assigning personnel shall be completed for elementary schools by the end of fifteen (15) school days. For secondary schools the process shall be essentially completed by fifteen (15) school days and fully completed at the end of twenty three (23) school days. However, the District shall assign day-to-day substitutes as necessary to maintain class size maximums during the adjustment period. (See Memorandum of Understanding Appendix F.)

Section 4. ~~Special allowances for the purpose of keeping low stanine classes as small as possible.~~

- ~~1. Stanine percentage will be computed from the sixth and eighth grade classes of feeder schools. (Additional allowances are provided for stanines 1, 2, and 3). This low stanine percentage is multiplied by the total anticipated enrollment. The resultant product is then added to the anticipated enrollment figure.~~

Section 5. Special Education.

1. RSP teachers shall be assigned on the basis of one (1) for each twenty-four (24) students. No RSP teacher shall be assigned more than twenty-eight (28) students with, if at all possible, a maximum of eight (8) per period.
2. Non-Severely Handicapped (NSH): Teachers of non-severely handicapped students shall be assigned on the average of one (1) teacher for every sixteen (16) NSH students, with no class to exceed seventeen (17) students.
3. Severely Handicapped (SH): Teachers of severely handicapped students shall be assigned on the average of one (1) teacher for every ten (10) SH students, with no class to exceed twelve (12) students.

Section 6. Counselors shall be assigned on the basis of the estimated enrollment divided by 338 at the junior high/middle school level and by 800 at the senior high level. Additional counselor time shall be allocated when this ratio is exceeded. **This section shall remain in effect for as long as Measure D is in effect or if the WCCUSD decides to repurpose the funding. If the WCCUSD decides to repurpose the funding the parties agree to negotiate the impact of that decision.**

Section 7. One (1) secondary music teacher will be allocated for each 150 **music** students, i.e., one period (0.2 teachers) allocated for each thirty (30) **music** students.

Section 8. Elementary music teachers will be allocated considering the following factors:

1. Size of school.
2. Percentage of students who participate in the music program.
3. Number of groups; i.e., Beginning Band, Advanced Band, Glee Club, etc.
4. Teaching assignment of the teacher; i.e., instrumental, vocal or a combination of the two.
5. All reasonable effort will be made to equalize each teacher's load.

Section 9. Speech and Language Specialists shall be assigned based on the following factors:

- a. Total enrollment at a school site.
- b. Number of students enrolled in special education programs, including Resource Specialist Program.

- c. Differential in specialist/student ratio between elementary and secondary schools.
 - d. CAT scores ranking at school sites.
 - e. Special skills, credentials, and experience of specialists.
 - f. Special assignments for the CH (Hearing Impaired), PH (Orthopedically Handicapped), and Bilingual Programs.
 - g. **IEP requirements.**
1. Every effort shall be made to keep assignments in reasonable geographical proximity.
 2. Every effort shall be made to equalize the total workload among specialists. The needs of each school and requests of the specialists and administrators involved shall be considered.
 - ~~3. Every school site shall have one-half day per week service at minimum.~~
 4. Each specialist shall be assigned one-half day per week for indirect therapy time.
 5. Speech and language specialist caseloads shall be assigned consistent with State and Federal requirements which currently are as follows:
 - a. The average caseload for language, speech, and hearing specialists in districts, county offices, or special education local plan areas shall not exceed fifty-five (55) cases, unless the local comprehensive plan specifies a higher average caseload and the reasons for the greater average caseload.
 - b. Caseloads of full-time equivalent language, speech, and hearing specialists providing instruction and services within the District, special education local plan area, or county office shall not exceed a District-wide, special education local plan area-wide, or county-wide average of fifty-five (55) individuals unless prior written approval has been granted by the State Superintendent of Public Instruction.
 - c. The maximum caseload for a speech and language specialist providing services exclusively to individuals with exceptional needs, between the ages of three and five years, inclusive as defined in Education Code Sections 56441.11 or 56026, shall not exceed a count of forty (40).

Section 10. Each junior high/middle school shall have one (1) half-time librarian, and each high school shall have one (1) full-time librarian. Regardless of staffing levels, each librarian will be paired with a paraprofessional. ~~This section shall remain in effect for as long as Measure D is in effect or if the WCCUSD decides to repurpose the funding. If the WCCUSD decides to repurpose the funding the parties agree to negotiate the impact of that decision.~~

Section 11. A half-time credentialed librarian and six (6) library assistants will be assigned to the elementary schools. ~~This section shall remain in effect for as long as Measure D is in effect or if the WCCUSD decides to repurpose the funding. If the WCCUSD decides to repurpose the funding the parties agree to negotiate the impact of that decision.~~

~~**Section 12.** The District shall maintain Limited English Proficient (LEP) groupings at each secondary school pursuant to the following guidelines:~~

- ~~1. Groupings shall be accomplished to the extent possible under current staffing allocations.~~
- ~~2. There shall be a minimum of ten (10) students and a maximum of twenty five (25) students in each group.~~
- ~~3. If there are more LEP students in need of such instruction than can be accommodated, the most serious language problems shall be handled first.~~
- ~~4. Groups shall be established for at least two (2) periods/day (e.g., English and Reading).~~
- ~~5. Groups shall be ungraded if necessary.~~

Section 13. The District shall maintain no fewer than three (3) junior high/middle school opportunity classes ~~in accordance with student needs.~~

Section 14. The District shall not implement new programs at any school if such implementation will displace a unit member from his/her work space unless such displacement will result in ~~similar~~ **an improvement in the unit member's** work space. This provision shall also apply to teachers' lounges/work rooms and school libraries.

Section 15. The District shall make every effort to assign students to grade level classes and subjects in such a way as to equalize the sizes of like classes.

Section 16. The parties will review no later than April 15 of each school year their Memorandum of Agreement relative to “Implementation of Special Class Size Increases” agreed to in August 1998. (See Section 5, Article 12).

ARTICLE 13 LEAVES T/A

Section 1. Union Leave.

1. Elected or appointed officers or delegates of the Union may be permitted to be absent from duty at no salary deduction for purposes of representing their organization at regional, state, and national meetings. A total of twenty (20) days shall be allocated to the Union for this purpose. The Union shall pay the costs of substitutes replacing employees on such leave beyond the first ten (10) days.
2. Leave for officers of state and national organizations shall be granted pursuant to the Education Code and shall be separate from that in Section 1.1.

Section 2. Bereavement Leave.

1. Every teacher shall be entitled to five (5) days paid leave of absence or seven (7) days if out-of-state travel or travel in excess of 400 miles one way is required on account of death of any member of his/her immediate family. This leave shall not be deducted from sick leave. Leave may be broken up at the discretion of the employee.

Section 3. Court Summons--Jury Duty.

1. All certificated employees who are subpoenaed to appear in court as witnesses in other than their own personal cases shall be allowed full salaries minus fees during their required absence from duty. Request for payment of witness fees shall be made by the employee appearing in court. Employees who are absent for court appearances involving their own interests, or in cases in which they are plaintiff or defendant, shall be entitled to personal necessity leave. In all cases, summons or proof of required presence in court must be presented to the Superintendent's Office.
2. When teachers are appearing as co-defendants or as co-plaintiffs with the West Contra Costa Unified School District in cases involving themselves and the District, their salaries shall continue as though they were meeting their assignments.

3. Teachers serving on jury duty may do so with full salary less juror's pay received in excess of expenses.

Section 4. Extended Illness Leave.

1. If a teacher has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid or would have been paid a substitute. The five (5) months or less period during which the above deductions occur shall not begin until all other paid sick leave provisions have been exhausted.

Section 5. Extended Personal Leave.

1. Upon request of the employee, the District may grant an unpaid leave for one (1) semester or one (1) year. Additional leave may be granted. (May qualify under the Family and Medical Leave Act. Contact Personnel Services for information.)

Section 6. Family Illness Leave.

1. A certificated employee shall be granted two (2) days emergency absence per year from service without loss of pay for the following reasons: Sudden or unexpected illness or injury of a member of the immediate family, or necessary surgery on a member of the immediate family. This leave shall not be deducted from sick leave.

Section 7. Health Leave.

1. A certificated employee classified as a permanent employee may be granted an extended leave of absence for reasons of health, recuperation or injury. Extended leave may be granted for a semester or one-year period to correspond as nearly as possible with the schedule for the school year.
2. Upon request, the employee shall provide a health affidavit from a licensed physician to verify the need for the requested health leave.
3. Prior to the granting of a health leave, the District may require a physical examination by a physician selected by the District. Such examination shall be at no cost to the employee. (May qualify under the Family and Medical Leave Act. Contact Personnel Services for information.)

Section 8. Industrial Accident or Illness Leave. Pursuant to the provisions of Education Code, Section 44984 a certificated employee shall be provided leave of absence for industrial accident or illness under the following rules and regulations.

1. The accident or illness must have arisen out of and in the course of the employment of the employee, and must be accepted as a bona fide injury or illness arising out of and in the course of employment.
2. Allowable leave shall be for sixty (60) days during which the schools of the District are required to be in session, or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.
3. Allowable leave shall not be accumulated from year to year.
4. The leave under these rules and regulations shall commence on the first day of absence.
5. When a person is absent from his/her duties because of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs which, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
6. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award.
7. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
8. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received for his/her industrial accident or illness. The District, in turn, shall issue the employee's salary and shall deduct normal retirement and other authorized contributions.
9. The benefits provided by these rules and regulations shall be applicable to all employees immediately upon becoming employed by the District.
10. An employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

11. The District shall post in each school building information about the basic procedures to be followed in cases of on-the-job and in-course-of-employment illness or injury.
12. Notwithstanding the provisions of Sections 8.2 and 8.3, teachers who are absent due to a physical assault which occurs as a result of the performance of their duties shall be allowed, upon proper medical substantiation, industrial accident and illness leave for up to 100 days.

Section 9. Isolation and Quarantine. No salary or sick leave deduction is made for absence due to a contagious disease for which isolation or quarantine is usually mandated, and which may be presumed to have been contracted during the performance of school duties with other persons having the contagious disease, for the normal period of isolation or quarantine.

Section 10. In-Service Leave. Each teacher may be granted two (2) days paid leave each school year for the purposes of improving his/her performance. Such leave may be used to observe classes and/or programs in other schools or districts.

Section 11. Legislative Leave. Legislative leave shall be granted pursuant to the Education Code.

Section 12. Maternity and Child Care Leave.

1. The length of disability leave of absence due to pregnancy, miscarriage, childbirth, and recovery therefrom, 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. The physician's signature verifying commencement and cessation of disability will be required on a District form.
2. The employee shall have the right to utilize sick leave and difference pay benefit for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.
3. District-appointed health plan benefits shall continue through the period of paid status.
4. **Child Care Leave.** Upon request, the Board shall provide a male or female teacher who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his/her infant. Such leave shall remain in effect at least until the end of the semester following the birth of the child and no longer than the end of the second semester following the birth of the child. A teacher shall notify the Board that he/she intends to take such leave at least four (4) weeks prior to

the anticipated date on which leave is to commence. (May qualify under the Family and Medical Leave Act. Contact Personnel Services for information.)

5. Paternity leave of three (3) days with pay shall be granted.
6. **Adoption.** Any adoptive parent shall be entitled to two (2) days leave and, in addition, may utilize personal necessity leave.
7. A parent shall not have to be married in order to qualify for the benefits provided in this section.
8. The District shall not discriminate against an employee because of pregnancy.

Section 13. Personal Leave. An employee may request leave for personal reasons not to exceed two (2) days. Request for personal leave shall be on District forms and well in advance of the anticipated absence. Personal leave not considered an emergency shall not be taken during the initial or final week of the school year; exceptions must be approved in advance by the Assistant Superintendent for Personnel Services. Absences for personal reasons shall be at full salary deduction.

Section 14. Military Leave. Such leave shall be granted pursuant to provisions of the Education Code.

Section 15. Personal Necessity Leave.

1. Absence for personal necessity is defined as “absence which through pressure of circumstance is logically urgent or unavoidable.” When possible, the employee shall notify his/her principal in advance. If there is no opportunity to give advance notice, verification documentation must be provided, if available. However, employees must secure advance approval for personal necessity leave taken during the first and last weeks of school and on days which would extend vacation periods.
2. A maximum of seven (7) days of accumulated sickness or injury leave in any school year may be used by the employee at his/her election. In the event an employee is without accumulated sick leave, the district shall deduct from the employee’s salary the cost of providing a substitute.

Section 16. Professional Leave.

1. The following regulations shall govern the attendance of a school employee at professional meetings and conferences:

- a. Approval by the Assistant Superintendent for Personnel Services must be granted.
- b. Employees who are authorized to represent the District at educational meetings and conferences may be allowed to attend at no loss of salary, and actual and necessary expenses shall be paid.
- c. Employees other than those authorized to represent the District shall be allowed to attend recognized educational conferences held by organizations whose sole purpose is education. This shall be at no cost to the District.

Section 17. Sabbatical Leave.

- 1. **Eligibility.** Any certificated employee of the West Contra Costa Unified School District who has been an employee of the West Contra Costa Unified Schools for not less than seven (7) consecutive years shall upon request and pursuant to the qualifications below, be granted a leave of absence for one (1) semester or one (1) year. The District shall grant ten (10) sabbatical leaves annually.
 - a. Applications for sabbatical leaves shall be submitted to the Personnel Office between September 1 and December 31 of the school year prior to the proposed leave.
 - b. Recommendations to the Board of Education for approval will be made on the basis of number of years of service, with priority being given to employees who have not had a sabbatical leave. In cases of prior sabbatical leave having been granted, the employee with the most years of service since last sabbatical shall have priority.
 - c. Applications for single-semester sabbatical leaves will be considered on the same basis as those for full year. Employees having used a half-year sabbatical shall have priority over those having used a full year.
 - d. The deadline for withdrawing a request shall be April 1.
- 2. **Formal Study.** An applicant who applies for professional leave under this Section shall agree to undertake at least twelve (12) upper division or eight (8) graduate units, or a total of ten (10) upper division and graduate units per semester, or a doctoral dissertation study in an accredited university of higher learning. Evidence of the successful completion of the formal study program shall be filed in the form of a transcript, certified by an approved institution, of work taken and grades earned.
- 3. **Independent Study.** An applicant for an independent study leave shall agree to pursue a program of study, research, and/or experience under the guidance of a

sponsor from a recognized institution of higher learning. The program must be at least equivalent in effort and content to the required units of a formal study leave. Evidence of the successful completion, or a satisfactory progress in the pursuit of the independent study program, shall be in the form of a written statement from the sponsor.

4. **Travel--Approved.** An applicant for sabbatical leave under this provision shall submit brief statements of the proposed itineraries. Said itineraries must be so planned as to demonstrate specific ways in which the trip will contribute to the improvement of the applicant's services with respect to the particular education field in which he/she is engaged. A report shall be submitted to the Assistant Superintendent, Personnel Services on completion of the trip attesting to the satisfactory fulfillment of this requirement.
5. **Procedures.** An applicant for sabbatical leave shall file a request with the Assistant Superintendent, Personnel Services. A letter from a bonding company attesting to the acceptance of the applicant for a bond must accompany the application if remuneration is expected on a monthly basis.

After approval, the applicant must file a certificate of health, indicating that the applicant is in satisfactory physical condition to undertake the study or travel proposed. The application must be submitted to the Assistant Superintendent, Personnel Services and is subject to the approval of the Superintendent and the Governing Board.

6. **General Regulations.**

- a. Sabbatical leaves of absence will not be granted for less than one (1) full semester.
- b. **Accident or illness.** Interruption of the program of study or travel caused by serious accident or illness during a sabbatical leave shall not affect the amount of compensation to be paid the employee under the terms of the leave. The Assistant Superintendent, Personnel Services must be notified by registered mail within ten (10) days after the accident or illness, and a doctor's statement verifying the accident or illness must be submitted.
- c. **Compensation.** While upon sabbatical leave of absence, properly authorized by the Governing Board, the employee shall receive one-half (1/2) of the contract salary which would normally be paid for the year.
- d. **Liability.** The Governing Board shall not be held responsible for any liability or payment of any compensation or damages arising from the death or injury of any employee while on leave of absence.

- e. **Status.** A year of sabbatical leave shall be credited as a year of service in the District for salary purposes. At the expiration of the leave the employee shall, unless otherwise agreeable or unless transfer policy indicates otherwise, be returned to the position held at the time leave was granted.
- f. **Terms of Payment.** Salary for a certificated employee on sabbatical leave may be paid in one of the following manners:
 - (1) Salary for sabbatical leave may be paid in two (2) equal annual installments, without the necessity of posting an indemnity bond. The first installment will be paid at the end of the first semester after the return of the employee from leave, provided that the employee has received salary, for a minimum of seventy-five (75) days during the first semester of return to duty. If the employee has not received salary for such a minimum number of days during the first installment, the employee will be paid at the end of the second semester.

The second installment will be paid at the end of the third semester as explained above.
 - (2) **Indemnity Bond.** Prior to entering upon a sabbatical leave, the employee may file with the Governing Board a suitable bond indemnifying the school district for any salary paid the employee during the period of sabbatical leave in the event said employee fails to return and to render two (2) full years of service in the West Contra Costa Unified Schools following the termination of the sabbatical leave, or in the event said employee fails satisfactorily to carry out the program of study, or the itinerary of the trip approved by the Assistant Superintendent, Personnel Services, the Superintendent of Schools, and the Governing Board. Failure of an employee to return and render service satisfactorily to complete the scheduled program of study or travel shall not result in a forfeiture of the bond when such failure is due to death, or certification by the school physician that failure was due to physical or mental disability.

Section 18. Sick Leave. Every full-time teacher employed five (5) days per week shall be entitled to ten (10) days of paid sick leave per year.

- 1. Unused sick leave shall accrue from school year to school year.

2. At the beginning of each school year, every teacher shall receive a sick leave allotment credit, equal to his/her sick leave entitlement for the school year. A teacher may use his/her credited sick leave at any time during the school year.
3. By November 1 of each year, the District shall distribute statements to all teachers showing the amount of accumulated sick leave available to each. The District shall include sick leave statements on pay stubs.
4. Part-time employees, or those employed longer than the regular teacher work year, shall be allowed sick leave on a pro rata basis.
5. Personal illness of more than ten (10) school days' duration shall be verified by a certificate from a licensed physician. Such certificate shall be given to the Principal who shall, in turn, forward said certificate to the Payroll Office. Upon request of the administration, personal illness of five (5) school days shall be so verified.
6. Those teachers who do not utilize any sick leave during the school year shall receive an allocation of two (2) additional sick leave days for that year.

Section 19. Study Leave.

1. A leave without pay for study purposes may be granted to tenured teachers for a period not to exceed one (1) year.
2. Additional leaves may be granted an employee providing that at least seven (7) years occur between such leaves.
3. A leave of this type shall not constitute a break in the continuity of service required for sabbatical leave and shall not count as one of the seven (7) years of service required for the granting of a sabbatical leave. There must be a minimum of a two-year interval between a study leave and a sabbatical.
5. A study plan shall be submitted in advance to the Personnel Office for approval by the Assistant Superintendent for Personnel Services.
5. Evidence of the successful completion of the study program shall be filed in the form of an official transcript or as may be otherwise required.
6. Appropriate academic units earned while on study leave will apply for academic increment requirements; experience (annual) increment shall not be allowed for period of leave.

Section 20. Miscellaneous Provisions.

1. Teachers on unpaid leave shall not receive credit for annual salary increments. Teachers on paid leave shall not receive credit for annual salary increment except as specifically noted in this agreement.
2. Teachers on unpaid leave may, at their option and with the continued concurrence of the insurance carriers, assume the cost of fringe benefit premiums for the period of leave.
3. An unpaid leave of absence shall not constitute a break in continuity of service.
4. Teachers on paid or unpaid leave of absence are to notify the Personnel Office by December 1 of their intent to return at the start of the second semester and before April 1 of their intent to return at the start of the first semester.
5. Unless otherwise provided in this Article, a teacher on a paid or unpaid leave of absence shall be entitled to return to the same position which he/she held immediately before commencement of the leave unless he/she would have been transferred or reassigned pursuant to Article 14 had service been rendered during the period of leave. Provisions of this section shall not apply to leaves extended or renewed beyond two (2) full school years.
6. On the designated staff development buy back days, unit members' leaves of absence shall be limited to sick leave, emergency illness in the family leave, bereavement leave, and jury duty that cannot otherwise be postponed. Unit members who elect to attend a District or site provided make-up day shall, with the exception of jury duty, have the leave day restored.

ARTICLE 14

TRANSFERS AND REASSIGNMENTS T/A

Section 1. Definitions of Transfer and Transfer Seniority Date.

1. "Transfer" is defined as the movement of a teacher from the position he/she holds at one school location to a different site or school location.
2. "Transfer Seniority Date" is the first date of most recent District employment under probationary and permanent contracts. In cases where previous employment under temporary, probationary and/or permanent contracts has occurred, the Transfer Seniority Date will be backdated an amount of time comparable to that time. Service outside the UTR unit shall not be counted for purposes of implementing this Article.

Section 2. Voluntary Transfer.

1. A teacher may request a voluntary transfer to take effect either during a school year or at the beginning of the next school year. Except by mutual agreement, transfers will not be made during the school year. However, vacancies which are filled during the regular school year by a temporary employee will be advertised for transfer in the subsequent school year if the position still exists.
2. Notwithstanding the provisions of Section 2.1 teachers who apply for transfer from year-round schools to regular schedule schools may do so on the same basis as those on a regular schedule. Compensation for extra days worked, if any, shall be paid at the teacher's regular salary rate, prorated, or, at the option of the teacher, through compensatory time off.
3. Bargaining Unit members with a Notice of Unprofessional Conduct, Unsatisfactory Evaluation and/or mandatory referral to the Peer Assistance and Review Program within the previous 12 (twelve) months shall be eligible to voluntarily transfer with the written approval of Human Resources.

3. All known vacancies shall be posted as follows:

Administrative assignments for the following year shall be provided by the District no later than the first Board meeting in April.

An update of administrative assignments for the following year shall be provided by the District no later than the first Board meeting in May.

Prior to the posting of bargaining unit vacancies, the District shall make every effort to secure from site principals/administrators all known vacancies.

For the 2009-2010, 2010-2011, and 2011-2012, there will be three rounds, unless

For 2009-2010		For 2010-2011		For 2011-2012	
Round 1	March 2	Round 1	March 1	Round 1	March 7
Round 2	April 6	Round 2	April 12	Round 2	April 4*
Round 3	May 4	Round 3	May 10	Round 3	May 2*

the parties agree to another provision before those dates.

Written notice of tentative assignments shall be provided to bargaining unit members no later than the last day of school.

4. Transfers shall not be made until all qualified applicants, who so request within the time limits, are considered. A conference between the transfer applicant and the appropriate administrator(s) may be arranged by the Personnel Office.

5. Request for voluntary transfer shall be considered on the basis of:

a. Qualifications

- (1) Credentials.
- (2) Major and minor fields of study.
- (3) Teaching experience. (This shall not exclude from consideration teachers seeking a change in subject area or grade level or type of assignment.)
- (4) Special skills required by the particular assignment. ~~Examples of special skills are: computer knowledge for computer class teachers; "signing ability" for speech therapists serving hearing impaired students; and knowledge of photography for teachers of photography classes.~~
- (5) ~~Racial and ethnic balance of the school, provided that no unit member within a major District ethnic/racial group is assigned to the school.~~ Balance at the school site to meet requirements of NCLB.

Under no circumstances will this criterion result in the involuntary transfer or layoff of any bargaining unit member.

b. Seniority

District-wide seniority, i.e., those teachers with the required qualifications and the greatest seniority, shall be transferred.

All interviewees shall be notified of the disposition of the transfer request. Written specific reasons for non-selection shall be furnished upon request.

6. The position of a teacher requesting transfer will not be declared open until the teacher has accepted another position of his/her own choice.
7. While teacher-administrator discussion regarding possible transfer may be appropriate, no teacher shall be pressured to seek a voluntary transfer.

Section 3. Involuntary Transfers Due to Declining Enrollment and/or School Closure.

1. In the event staffing allocations require the transfer of a teacher, volunteers for the involuntary transfer shall be considered first. If there are no volunteers for involuntary transfer, the teacher at the affected site with the least District-wide seniority shall be transferred unless, by doing so, the school would be unable to meet the needs of its educational program. In such cases, the next least senior teacher shall be transferred.
2. When a school closes, the teachers at the closing school shall be considered first to fill any and all vacant positions at the schools where their students are being placed. This shall also apply to teachers in any school which is established as an alternative program and/or magnet school.
3. In the event a teacher is involuntarily transferred from a school and the eliminated position is restored at the beginning of the subsequent school year, the transferred teacher shall have the right to return to his/her previous school.
4. Teachers transferred under this Section shall have the right to indicate preferences from a list of vacancies and shall be assigned pursuant to the qualifications listed in Section 2.4 of this Article.

Section 4. Transfers Due to the Opening of New School(s)

1. In the event staffing allocations require the transfer of a teacher to the new school due to overstaffing, volunteers for the involuntary transfer shall be considered first. If there are no volunteers for the involuntary transfer, the teacher at the affected site with the least District-wide seniority shall be transferred unless, by doing so, the school would be unable to meet the needs of its educational program. In such cases, the next least senior teacher shall be transferred.
2. When a school opens, the teachers at the school, whose students are moving to the new school, shall be considered first to fill any positions where their students are being placed, in proportion to the movement of students.
3. In the event a teacher is involuntarily transferred to a new school and the eliminated position at the sending school is restored at the beginning of the subsequent school year, the transferred teacher shall have the right to return to his/her previous school.
4. Teachers transferred under this Section shall have the right to indicate preferences from a list of vacancies and shall be assigned pursuant to the qualifications listed in Section 2.5 of this Article.

Section 5. Administrative Transfer for Cause (Employer Initiated).

1. In the event that a teacher be transferred for his/her welfare and/or the welfare of the District, the following procedures shall be followed:
 - a. The teacher and the Union shall be notified in writing of the intent to transfer.
 - b. If requested, the intent to transfer must be discussed with the teacher at a mutually agreed upon time no less than five (5) or more than ten (10) school days after receipt of written notification. A representative of the Union shall, upon request, be present at this conference.
 - c. The conference shall include a discussion of the specific reasons for the transfer which upon request shall also be furnished in writing.
 - c. The teacher transferred shall have the right to apply for any subsequent vacancy for which he/she is qualified.
 - e. This procedure shall be followed regardless of the administrative level from which the transfer originated.

Section 6. Counselor--Special Provisions.

1. The provisions of this Article shall apply to counselors except that:
 - a. Seniority provisions shall be interpreted as seniority as a counselor.
 - b. Gender and racial balance as mandated by state and federal statutes as well as practical needs at a school site shall also be considered in determining qualifications for transfer.

Section 7. Reassignment. Reassignment is defined as any movement of a teacher to a different grade level or subject area at or within a school site. Reassignment shall be based solely upon the educationally related needs of the school.

1. By April 15 of each year, each teacher shall receive a form upon which he/she shall list program or grade level choices for the following year. This form shall be considered a request for voluntary reassignment.
2. If the vacancy occurs as a result of the closure of another school, it shall be posted for transfer.

3. In the event the educationally related needs of the school can be met by the reassignment of more than one teacher, seniority shall prevail.
4. Upon request, written specific reasons for rejection of a voluntary request for reassignment or an involuntary reassignment shall be furnished.
5. Reassignment provisions associated with the implementation of SB 1777 (Class Size Reduction) shall be subject to the following:
 - a. Mid-year openings resulting from SB 1777 implementation must be offered at the school site first, using reassignment criteria in Section 6.1 - 6.4 of this Article.
 - b. Openings created by the reassignment of teachers at the site may be offered to the staff at the school site; if so, Sections 6.1 - 6.4 of this Article shall apply.
 - c. Except as noted above, these provisions outlined in this subsection shall not supersede any other section of this Article.
6. Preschool positions at the site shall be considered as part of the regular school site faculty for the purposes of reassignment.

Section 8. Miscellaneous Transfer Provisions.

1. In the event a teacher is involuntarily transferred from one location to another, the District shall assist in the moving of that teacher's materials and supplies which cannot be reasonably moved by the teacher.
2. Teachers transferred from one school site to another school site after the first workday shall receive two (2) days of planning and preparation time before beginning the new assignment. Mid-year move or reassignments occurring as a result of class size reduction pursuant to SB 1777 will result in two (2) days release time for the purpose of planning and preparation. Appropriate moving assistance will be provided to all teachers required to move.
3. A list including the transfer seniority date for each teacher at each work location shall be posted by March 1, annually.
4. In the event the appropriate transfer criteria has been applied and two (2) or more teachers with identical seniority are involved in the same transfer consideration, the tie shall be broken as follows:

- a. Unpaid leave time, if any, shall be deducted.
 - b. Gender and racial balance at the school site.
 - c. Remaining ties shall be broken by lot. This shall be done in the presence of all teachers affected.
5. Notwithstanding the provisions of this article, no bargaining unit member may be involuntarily transferred or assigned to any alternative (magnet) school, program, or schedule.

ARTICLE 15

EVALUATIONS T/A

Section 1. The primary purpose of evaluation is to improve the educational programs, practices, and services within the schools through increased effectiveness of each teacher.

Section 2. Objectives.

1. To improve the quality of instruction for each student.
2. To stimulate professional growth.
3. To provide formal evaluation rather than incidental judgment.
4. To improve job satisfaction and morale.
5. To strengthen and clarify roles and responsibilities.
6. To provide a basis for giving recognition for excellent and effective service.
7. To aid in assignment, promotion, or retention.

Section 3. The District and the Union accept as a fundamental premise for a successful evaluation program the necessity for mutual respect and confidence to exist between the evaluator and those evaluated. The teacher evaluation system provides a standards-based assessment system designed to promote significant professional growth for certificated staff and success for students. The California Standards for the Teaching Profession (CSTP) is the foundation for all teachers in this evaluation process. An ideal evaluation process includes and encourages the teacher's participation in a meaningful way. The CSTP provides both the tool for self-analysis and reflection as well as the standards by which a teacher's practice may be objectively measured, thereby connecting the teacher with his or her evaluator in a process, which fosters meaningful professional growth and development.

Tenured teachers with satisfactory evaluations may select from the following evaluation options developed with the CSTP as their foundation.

1. The Administrator Observation Option
2. The Portfolio Option
3. The Critical Friends Option
4. The Action Research Option

Options 2 – 4 are set forth in Appendix J. If a teacher does not complete an Option (2-4) during the evaluation year he/she shall, in the next year, be evaluated using the Administrator Observation Option. This shall not preclude a teacher from choosing an Option (2-4) in the next evaluation cycle, which shall commence two years later. The Administrator Observation Option is set forth in Section 4, herein below.

Section 4. Evaluation Procedure.

1. Every temporary and probationary certificated employee shall be evaluated by the administration in writing at least once each school year, no later than March 1. Probationary employees shall be evaluated based on three Standards (CSTP) selected by the teacher during the first year and the other three Standards (CSTP) during the second year.
2. Every permanent certificated employee shall be evaluated by the administration in writing every other year of active duty, no later than April 15 of the year in which evaluation takes place, except as provided herein. Unit members with permanent status who have been employed at least 10 years with the school district, and are highly qualified as required by the state and federal law, and whose previous evaluation rated the employee as satisfactory, shall be evaluated up to every five years if the unit member and current evaluator consent to this schedule. The teacher or evaluator may withdraw his/her consent and return to the two year cycle.
3. No later than the end of the 35th working day of the year in which evaluation is to take place, the evaluator and the permanent certificated employee with a satisfactory evaluation shall meet and discuss the Standards upon which evaluation is to be based. The evaluator shall select one Standard, the employee shall select one Standard and the parties shall mutually select a third Standard on which to base the evaluation. A permanent employee who receives an overall unsatisfactory rating on his/her evaluation shall be evaluated the next year on the Standard(s) for which the teacher received an unsatisfactory rating.

4. In no case shall performance objectives, stated in percentages, be required. In addition, the assessment of competence shall not include the use of publisher's norms established by standardized test.
5. During the course of the evaluation period, mitigating circumstances may require modification of the evaluation parameters. The necessity for review of the evaluation criteria shall be determined mutually by the employee and the evaluator and shall be determined in the same manner as is stated in Section 4.3.
6. At least three (3) observations of at least fifteen (15) minutes each shall take place prior to the placement of any negative comments or judgments in the final evaluation.
7. Any certificated employee who receives a negative evaluation shall, upon request, be entitled to at least one (1) additional observation, conference and written evaluation as prescribed above.
8. The evaluator shall take affirmative action to assist employees in correcting any cited deficiencies. Such action shall include specific recommendations, and may include adequate release time for the employee to visit and observe other similar classes.
9. This process may be constrained by anomalies noted by the evaluatee on the appropriate form. Assessment of performance shall be with due consideration of constraints over which the evaluatee has no authority to correct and current Board-adopted guidelines not in conflict with this Agreement.
10. Each evaluation shall be based upon at least one (1) pre-scheduled observation, the result of which shall be recorded on the confidential Certificated Evaluation Observation form. Each evaluation observation shall be followed by a conference in which the evaluator and the employee shall review the observation. The conference shall be held within (5) school days of the observation. Teachers shall have the right to list their comments on the Certificated Evaluation Observation form.
11. Non administrative certificated personnel shall not participate in the evaluation and/or observation of other nonadministrative certificated personnel, nor shall they be required to assess their own performance.
12. The evaluator or designee shall not base his/her evaluation of a certificated employee on any information which was not collected through the direct observation of such employee, with the exception of information collected, not by direct observation, but fully investigated, documented, substantiated and

discussed with the employee. Hearsay statements shall be excluded from written evaluation.

13. If as a result of an adverse evaluation an employee is notified that the District intends to institute dismissal proceedings, the adverse evaluation based on possible procedural violations becomes non-grievable. In the event dismissal proceedings are not instituted, the adverse evaluation may then be grieved based on possible procedural violations. This procedural prohibition shall not apply to Section 4.12.
14. Adverse evaluations shall not be based upon the use of materials or methods or exchange of ideas which may be deemed unpopular or controversial provided such materials, methods and ideas comply with the approved course of study for the subject being taught, present both sides of an issue, and are appropriate to the maturity level of students.
15. The summary of final evaluations shall provide for a rating of either "satisfactory" or "unsatisfactory."

Section 5. Teachers desiring to continue employment beyond age sixty-five (65) may do so pursuant to the same health and competency standards which apply to other bargaining unit members.

Section 6. Evaluation Procedure: School Psychologists. Evaluation procedures and timelines for school psychologists shall be the same as for other certificated employees as specified in the contractual agreement except as noted below:

1. "Elements of evaluation" shall refer to the following:
 - a. Psychoeducational evaluation of students for learning, behavioral, and/or developmental difficulties and subsequent written reports of such evaluations.
 - b. Consultation with school administrators, teachers, SST teams, parents, community agencies.
 - c. Professional growth and development.
 - d. Crisis intervention participation and inservice training.
 - e. Inservice staff development and parent education.
 - f. Counseling, e.g., DIS or crisis.

- g. Special assignments as appropriate, e.g., GATE evaluations, PIP supervision and consultation, infant and preschool evaluations, department chair responsibilities, non-public school services, special projects, Chapter I services, SED evaluations, TEP services, bilingual assessments.
- 2. Evaluation elements for psychologists shall be limited to no more than three (3) areas with no more than two (2) goals and two (2) objectives for each goal. For psychologists whose assignment is at least 50% special education assessment, "psychoeducational assessment" shall be one of the areas.
- 3. Each evaluation of a school psychologist shall be based on appropriate documentation of the individual's evaluation elements.
 - a. For "psychoeducational assessment" the psychologist shall submit to the evaluator at least two (2) written reports which document appropriate test data and validity and eligibility statements.
 - b. For programs, inservice or professional growth, or special assignments, the psychologist will provide to the evaluator documentation of the extent of participation, e.g., DIS monthly reports, consolidated program monthly time sheets, brochures or schedules from professional growth or inservice programs.
 - c. For consultation and crisis intervention, the psychologist will discuss with the evaluator examples of school site, parental, or community agency interactions and outcomes.

This evaluation conference shall take place no later than April 30th of the evaluation year.

- 4. Any psychologist who receives a negative evaluation shall be given the opportunity for one (1) additional conference and written evaluation. The evaluator shall take affirmative action to assist the psychologist in correcting any cited deficiency. Such action shall include specific recommendations and may include the opportunity to consult with colleagues or to attend professional development activities as appropriate. The evaluator shall take affirmative action to assist the employee in correcting any cited deficiencies. Such action shall include specific recommendations and may include the opportunity to consult with colleagues or to attend professional development activities as appropriate.

ARTICLE 16

GRIEVANCE PROCEDURE T/A

Section 1. Definitions. A grievance is a claim by one or more of the members of the Unit or by the Union that there has been a violation or misapplication of the Agreement which has adversely affected the member or members of the Unit or the Union.

Informal Procedure

Section 2.

1. An aggrieved person shall first discuss the grievance with the appropriate Principal or immediate supervisor, either directly or accompanied by the Union's Grievance Representative, with the objective of resolving the matter informally. The grievant may, however, authorize the Union's Grievance Representative to represent him/her. The Principal may request that such authorization be in writing.
2. This discussion must be requested within thirty-five (35) days of the alleged violation or within thirty-five (35) days of when the grievant knew or should have known of the facts constituting the alleged violation.

Formal Procedure

Section 3. Level I.

1. If the matter is not resolved informally, the grievant may submit the claim as a formal grievance no later than ten (10) workdays after the informal conference.
2. Within five (5) workdays after receipt of the written grievance by the Principal or the immediate supervisor, the Principal or immediate supervisor shall meet with the aggrieved and/or the Union Representative, if requested by the aggrieved, in an effort to resolve the matter.
3. Within five (5) workdays after receipt of the grievance, or after the Level I conference, if requested, the Principal or immediate supervisor shall render a decision in writing, together with supporting reasons.

Section 4. Level II.

1. Within five (5) workdays of receipt of the decision at Level I, or if no decision is rendered within the required time, if the grievant is not satisfied with the decision, the grievance may be appealed to the Superintendent.
2. The Superintendent or his/her designee shall, within ten (10) workdays of receiving the appeal, meet with the aggrieved teacher and the Union Representative, if requested by the aggrieved, in an effort to resolve the grievance.
3. The Superintendent or designee shall, within five (5) workdays of the meeting in Section 4.2, forward a decision in writing.

Section 5. Level III.

1. If the aggrieved is not satisfied with the decisions of Level II, or if no decision is rendered within the time limits specified in Section 4.2, the grievant may request the Union to submit the grievance to arbitration.
2. If the Union decides to appeal the grievance, notification of such must be sent to the Superintendent within ten (10) days.
3. The Union Representative and the Superintendent or designee shall meet within five (5) days to select an arbitrator.
4. If agreement is not reached within five (5) days, either party may request the State Conciliation Service to submit a list of five (5) arbitrators qualified to hear the dispute. The parties shall select one individual from the list supplied by the alternate strike method. The parties agree to notify the arbitrator immediately to schedule a hearing.

Section 6. Level IV. Arbitration Hearing.

1. The arbitrator shall convene a hearing as soon as possible, no later than twenty (20) days after his/her selection, to consider evidence and arguments.
2. The conduct of the hearing shall be at the discretion of the arbitrator who shall be guided by commonly accepted rules of procedure for holding arbitration hearings.
3. The arbitrator shall forward his/her decision to both parties within ten (10) days after the hearing is concluded or as soon as possible thereafter.
4. The award of the arbitrator shall be binding on both parties.

5. The Union and District shall share the cost of the arbitrator. All other costs shall be paid by the party incurring them.
6. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

Section 7. Individual Grievances.

1. Any members of the unit may at any time present grievances to the employer and have such grievances adjusted without the intervention of the exclusive representative as long as the adjustment is reached prior to Level IV and the adjustment is not inconsistent with the terms of this Agreement, provided that the employer shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.

Section 8. General Provisions.

1. Since it is important that grievances be processed as rapidly as possible, the number of workdays indicated at each level should be considered as a maximum. "Workday" shall be defined as a day "school is in session." The time specified, however, may be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all levels in this grievance procedure by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed prior to the end of the school year or as soon after as is practicable.
3. If a grievance arises from action or inaction on the part of a member of the administration at the level above the Principal or immediate Supervisor, the aggrieved may submit such grievance in writing to the superintendent and the Union directly, and the processing of such grievance will be commenced at Level II.
4. Decisions rendered at Levels I and II 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 and to the Union. Time limits for appeal provided in each level shall begin the day following the day of receipt of written decisions by the parties in interest.
5. A reasonable number of Union Representatives shall receive reasonable release time for the presentation of arguments and testimony of witnesses at grievance hearings.

6. Records of the grievance process shall be kept in a special file, not the employee's personnel file.
7. Failure to render a decision within the prescribed deadlines shall constitute a default and permit the lodging of an appeal to the next level.

ARTICLE 17

PARENT COMPLAINT PROCEDURE T/A

Section 1. A parent complaint is defined as an expression of dissatisfaction over the action or actions of a teacher which is related to the welfare of the parent's child or children.

Section 2. Informal Procedure.

1. The parent shall first try to settle the concern on an informal basis with the employee involved or responsible.
2. If, however, the complaint is filed with the employee's supervisor instead of the employee, the employee will be notified immediately. Within five (5) school days, the employee shall confer on an informal basis with the parents alone. The employee's immediate supervisor shall attend this conference if the employee so requests.

Section 3. Formal Procedure. If the matter is not resolved at the informal level by the end of the fifth school day and the parent desires to file a formal complaint, the parent must file the complaint in writing on the form provided by the District.

1. The parent shall first try to settle the concern on an informal basis with the employee involved or responsible.
2. The employee shall be notified immediately and within five (5) school days of the receipt of a written complaint, the supervisor shall arrange a meeting with the individual parent and the employee. The employee may, however, authorize the supervisor to solve the complaint within the five (5) school day period.
3. Both parent and employee shall be entitled to have a representative present.
4. The supervisor shall attend and act as a recorder and fact finder and shall render a written decision no later than five (5) school days after the meeting. The supervisor shall send a copy of the written decision to the parties making the complaint.

5. If the matter is not settled to the satisfaction of either party, an appeal may be made in writing to the Superintendent of Schools within five (5) school days. The Superintendent shall schedule a meeting with the parties involved within five (5) school days and shall send a copy of the decision rendered to all of the parties involved.
6. If the matter is not settled at the Superintendent's level, either party may appeal to the Board of Education within five (5) school days. Within twenty (20) calendar days, the Board shall, in a closed session, review the appeal and render a final decision at that time. A copy of this decision shall be sent to all parties involved.

Section 4. No adverse action shall be taken against a teacher nor any notation placed in any school or teacher file based upon an anonymous complaint or a complaint not properly submitted in writing.

ARTICLE 18 PERSONNEL FILES T/A

Section 1. No adverse action shall be taken against a teacher based upon materials not in the personnel file. The Board shall not initiate any adverse action against a teacher based upon materials which are contained in a teacher's personnel file unless the materials had been placed in the file at the time of the incident giving rise to such materials, or at the time the District becomes aware of the existence of such material.

Section 2. Material in personnel files of employees which may serve as a basis for affecting the status of their employment is to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records which (1) were obtained prior to employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination. Every employee shall have the right to inspect such materials on request, provided that the request is made at a time when such person is not actually required to render services to the District.

Section 3. Information of a derogatory nature, except material mentioned in Section 2 above, shall not be entered in an employee's file or any other file maintained by the Board unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary deduction.

Section 4. Upon written authorization by the teacher, a representative of the Union shall be permitted to examine authorized materials in such teacher's personnel file.

Section 5. The person or persons who draft and/or place material in a teacher's personnel file shall sign the material and signify the date on which such material was drafted and/or placed in the file.

Section 6. Access to personnel files shall be limited to the members of the District administration or designees on a need-to-know basis. The contents of all personnel files shall be kept in the strictest confidence.

Section 7. In no case shall unsubstantiated derogatory material be included in the file.

Section 8. All adverse materials, with the exception of formal evaluations, shall be removed from the employee's personnel file and destroyed after remaining in the file for a period of four (4) years.

Section 9. There shall be only one official personnel file which shall be maintained at the Personnel Office.

Section 10. The teacher rights delineated in Sections 1 through 8 shall include any teacher files maintained by administrators.

ARTICLE 19

SAFETY T/A

Section 1. The District may, upon the written recommendation of the student's teacher, exclude from a class any student who, in the teacher's opinion, has filthy or vicious habits, suffers from a contagious or infectious disease, whose physical or mental state is inimical to the welfare of other students, demonstrates violent behavior or acts in such a way that the teacher believes good cause exists for such student's exclusion.

1. The District shall act upon the teacher's written recommendation within five (5) days.
2. Should the District fail to follow the teacher's recommendation, it shall provide the teacher with its reasons in writing.

Section 2. A student excluded under Section 1 above shall not be entitled to return to any classroom until such time as the District determines that the condition which prompted the exclusion no longer exists.

Section 3. A teacher may suspend any pupil from class under his/her direction for any of the acts enumerated in Appendix E, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the Principal for

appropriate action. As soon as possible, the teacher shall ask the parents or guardian of the pupil to attend a parent-teacher conference regarding the suspension. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the Principal. During the period of the suspension, the student shall not be placed in the class of another teacher.

1. Suspensions and/or disciplinary referrals. The pupil will be seen and appropriate consequences applied in a timely manner. Upon written request, the Principal or designee shall provide the teacher with a written explanation of the steps taken to address the disciplinary issue with a student in accordance with a revised version of the Discipline Code referenced in section 4 of this Article. The information provided shall be kept confidential in accordance with the Education Code.

Section 4. A copy of the revised Discipline Code delineating the rights and duties of all administrators and teachers with respect to student discipline shall be presented to all teachers no later than September 1, 2006 and thereafter shall be presented to all new teachers during the first week of school.

1. In order to provide a maximum amount of supervision and assistance in the event safety-related problems occur, meetings of school administrators shall, whenever possible, take place after regular school hours.
2. Except in an emergency, there will be an administrator on site at all high school sites during school hours. In case of an emergency, an administrator will immediately be identified to cover the site.

Section 5. When, in the judgment of a teacher, a student requires the attention of a psychologist, physician, or other specialist, he/she shall so inform in writing his/her Principal or immediate supervisor. The Principal or immediate supervisor shall within one week arrange for a conference to be held as soon as possible between himself/herself, the teacher, the parent when appropriate, and the appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution. Routine referrals to local school staff shall result in appropriate action being taken at the time of the referral.

Section 6. Teachers may use reasonable force in the performance of their duties when such force is required to defend themselves or insure the safety of other teachers or students.

Section 7. Teachers shall immediately report cases of serious verbal threats or physical assault suffered by them in connection with their employment to their

Principal or other immediate supervisor who shall immediately report the incident to ~~the West Contra Costa Schools Police Department~~ **the appropriate police authorities.**

1. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the District Attorney's Office.
2. The Board shall do all in its power to see that law enforcement officials properly investigate and otherwise discharge their duties relating to reported cases of involvement and/or physical assault.
3. Information with regard to the disposition of disciplinary action taken against students at a site by the District or civil authorities shall be made available to the teachers at that site.

Section 8. The Board shall, within twenty (20) days of the consummation of the Agreement, enter into an Agreement with a qualified insurer. Such Agreement shall provide that any teacher who, in the course of duty, is prosecuted for an alleged act for which the employee is held liable, shall be entitled without restriction to all reasonable expenses incurred in connection with defending against such prosecution including, but not limited to, reasonable attorney fees for litigation and appeal, court costs, costs for obtaining witnesses, payments for transcripts, monies expended for subpoenas, depositions, interrogatories, and reasonable expenses incurred in investigations made to prepare such defense. The Board shall pay the premium for such insurance policy.

Section 9. Because of the inability of the District to secure primary liability insurance to cover incidents arising from accidents involving a teacher's personal automobile in the scope of employment, the refusal to transport students in such a manner shall not constitute cause for adverse action against the teacher. In the event a teacher does transport students in his/her personal automobile and a claim of liability is filed, the insurance coverage enumerated in Sections 8 and 9 shall provide secondary coverage up to the limits enumerated in those Sections.

Section 10. The Board shall within ten (10) days of the consummation of this Agreement enter into an Agreement with a qualified insurer. Such Agreement shall provide each teacher acting within the scope of his/her employment with \$5,500,000 worth of coverage against personal liability for damage or death of a person, injury to a person, or damage or loss of property. Such insurance policy shall also cover all reasonable expenses incurred by the teacher in connection with his/her defense of a civil suit enumerated in Section 8.

Section 11. Teachers shall not be required to work under unsafe conditions nor to perform tasks which endanger their health, safety, or well-being.

1. Safety-related repairs or modifications shall be given priority.
2. Every effort shall be made to provide teachers with classrooms, work places, and faculty rooms which are adequately heated, cleaned, lighted, and ventilated.
3. The Board shall provide, with Union input, that adequate procedures are in place at each school site to deal with earthquakes, fires, chemical spills, weapon-related emergencies, community unrest, school crises and traumas, and other related emergencies. Employees shall be inserviced on these procedures annually during District time.

The District shall work with school sites and communities to secure the needed supplies.

Section 12. The Board shall provide for adequate two-way communications procedures between the site offices and all classrooms.

Section 13. Any teacher who is asked to receive or who is assigned a student with known serious behavior problems or violence-related potential or whose parent or guardian has similar potential shall be immediately informed by means of the District form. During the first quarter of each school year, each principal will dedicate a portion of a regularly scheduled staff meeting to strategies for managing disruptive students and adults and providing protections for the safety of teachers and students.

Section 14. In cases of assault on a teacher, the duration of the student's suspension shall be discussed with the teacher or teachers involved prior to implementation of the suspension.

Section 15. Teachers shall have the right to request a deferral of "routine" metal detector searches which would take away from instructional class time; the request will not be unreasonably denied.

Section 16. The District shall implement procedures at all sites for checking in outside visitors. The specific procedures at each site shall be agreed upon by the parties. The outside visitor policy at each school site shall, at minimum, include the following:

1. A means of communicating to outsiders that they must check in at the front office (e.g., visible signs, student, or adult monitors).
2. A front office check-in procedure that includes:
 - a. Sign-in and sign-out.

- b. Issuance of a visitor's permit indicating full name and date.

It is agreed that each site may develop procedures best suited for their specific needs. Additionally, representatives of UTR and Local #1 may meet to consider changes in the above policy and develop procedures. Local #1 site secretaries will be provided a representative at such a meeting.

~~**Section 17.** UTR agrees to participate in a joint District/multi-union committee to make recommendations concerning the spending of State violence prevention funds received by the district.~~

ARTICLE 20

TEACHER TRAVEL AND MAIL EXPENSES T/A

Section 1. Whenever possible, teachers who are assigned to more than one school shall be notified of any changes in their schedules at least ten (10) school days prior to the proposed change.

Section 2. Teachers who may be requested to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the per mile rate provided for in IRS regulations for all driving done between the arrival at the first assignment and subsequent driving to additional assignment locations. In the event the Board authorizes an additional rate increase to any other employee group, it shall also apply to unit members.

Section 3. Teachers who use their personal cars for official District business shall receive the benefits provided in Section 2 above. Teachers who make voluntary visits to homes of their students shall also receive these benefits provided they notify their principal in advance of the visit.

Section 4. Teachers who return to a particular work location to attend a school-related activity which is a part of their job assignment and is scheduled to begin two (2) hours or more after their normal workday shall also be reimbursed with a twenty-five (25) mile limitation. Teachers receiving an extra duty stipend shall be excluded from this provision.

Section 5. The District shall reimburse employees for the cost of mailing to parents those letters, notices, etc., deemed necessary by the employer.

ARTICLE 21
PHYSICAL EXAMINATION T/A

Section 1. Examinations for tuberculosis will be required every four (4) years at Board expense.

ARTICLE 22
SCHOOL CALENDAR T/A

Section 1. The work year for all teachers shall consist of 180 teaching days and two (2) additional workdays (**see Furlough Day Side letter dated December 11, 2009**). ~~For teachers on Schedule 8, three additional staff development buy-back days will be assigned as part of the work year. 1.5% has been added to the salary schedule and will remain as long as the State Staff Development Buy-Back Program continues.~~ **The elimination of the staff development buy back days shall result in a corresponding reduction of 1.5% on salary schedule 8.** The calendar shall include one Back-to-School Night and one Open House. The duration of these shall be no more than one and one-half (1-1/2) hours each. Back to School Nights at the elementary and secondary levels will be held after the classroom balancing is completed.

- a. One workday shall be scheduled for elementary and secondary teachers on the day immediately preceding the first day of school.
- b. The second workday shall be scheduled in conjunction with the five mutually agreed upon minimum days for parent conferences for elementary teachers. For secondary teachers, the second workday shall be scheduled between the first and second semesters. Grade 6, 7, and 8 teachers in a K-8 school shall be considered secondary teachers for the purpose of this section. (**See Furlough Side letter dated December 11, 2009.**)

Section 2. The following shall be minimum days for students and teachers:

Elementary

- a. Halloween Day.
- b. The day of Back-to-School Night.
- c. The day before Thanksgiving break.
- d. The day before Christmas break.
- e. The day of Open House.

Secondary

- a. The day of Back-to-School Night.
- b. Halloween Day (junior high school).
- c. The day before Thanksgiving break.

- d. The day before Christmas break.
- e. The day of Open House.

Section 3. The following shall be minimum days for students only:

Elementary

- a. Parent conference days [five (5) days].
- b. The first and last days of school.
Students shall be dismissed at twelve noon on the last day of school.

Secondary

- a. Two report card marking days at the end of the first and third quarters.
- b. The first and last days of school.
Students shall be dismissed at twelve noon on the last day of school.

Section 4. Principals may implement special activity day schedules according to the program needs of the school.

Section 5. Secondary school counselors and elementary and secondary project assistants shall report for duty five (5) workdays before regular classroom teachers and remain on duty five (5) workdays beyond the last day of duty for teachers, **not to exceed 190 days. However, effective 2010-2011, the work year shall be reduced by three (3) days, with a corresponding reduction to the salary schedule.**

- 1. The distribution of these ten (10) days may be altered according to the needs of a particular school.
- 2. Each secondary school counselor and elementary and secondary project assistant shall receive two (2) days off during the regular school year at times mutually agreeable to both the employee and Principal. The Board shall provide substitute counselors for this purpose. **However, effective 2010-2011, the work year shall be reduced by three (3) days, with the corresponding reduction to the salary schedule.**

Section 6. Preschool Work Year. The total work year for preschool teachers shall be **reduced from 182 days to 179 days with a corresponding 1.5 % reduction to the salary schedule**, of which 164 shall be teaching days. ~~Refer to section 1 for additional staff development days.~~

Section 7. Implementation of an alternative school calendar (i.e., year 'round) shall not result in financial hardship for any teacher in an affected school.

Section 8. The total work year for psychologists shall be reduced from 198 days to 195 days with a corresponding reduction to the salary schedule.

Section 9. The total work year for speech and language pathologists shall be reduced from 190 to 187 days with a corresponding reduction to the salary schedule.

ARTICLE 23 SALARY TA

Section 1. ~~Effective January 1, 2006, three percent (3%) shall be applied to the salary schedule established on July 1, 2005.~~ The 2007-2008 salary schedule is attached hereto as Appendix A.

Effective July 1, 2009, zero percent (0%) shall be added to all Salary Schedules

Effective July 1, 2010, zero percent (0%) shall be added to all Salary Schedules

Effective July 1, 2011, zero percent (0%) shall be added to all Salary Schedules.

Effective January 1, 2010, the speech and language pathologists paid on salary schedule 9 who have ten or fewer years of verified experience shall be placed on the step of that salary schedule which corresponds with their years of experience.

Effective January 1, 2010, salary schedule 6 shall be collapsed in the same manner that salary schedule 8 was collapsed and placement on that schedule shall follow the same methodology as used for schedule 8, without the bonus.

Effective July 1, 2006, any teacher with National Board certification shall receive an annual stipend of One Thousand Dollars (\$1,000.)

Section 2. Secondary School Counselors and elementary and secondary Project Assistants shall be paid according to Appendix B.

Section 3. Salary Schedule Policies.

1. Evaluation and verification of training and experience.

- a. All credited semester hours must have been earned at institutions recognized by the Commission on Teacher Credentialing in the issuance of credentials.
- b. The basis of the professional schedule is the Bachelor's Degree or its recognized equivalent. Only units earned after securing the degree, in upper division or graduate courses, at an institution recognized by the Commission on Teacher Credentialing will be recognized for initial placement on the salary schedule. Units recognized by the college as post baccalaureate are acceptable for salary credit. (This may be verified by a statement from the Registrar's Office or appropriate Department Head, or official transcript.) No lower division units earned after securing the Bachelor's degree will be acceptable for advancement on the schedule except by permission of the Personnel Committee.
- c. Each year of verified service as a full-time certificated employee in a public or private school may be counted as a year of service for initial salary placement, provided the applicant held a valid teaching credential or teaching license during such time of service. A maximum of ten (10) years may be so credited.
- d. For initial placement, the minimum credited school year shall be seventy-five (75) percent of the number of days school is maintained. Service in not more than two (2) school districts in one (1) school year may be counted to make up the requisite seventy-five (75) percent.
- e. For a teacher currently employed in the West Contra Costa Schools, the minimum credited school year for all purposes, including attainment of salary increments based on a year of experience, shall be three-fourths of the teaching days of the preceding year.
- f. All credited training and experience must be verified within thirty (30) days after the signing of the individual contract.
- g. A year of sabbatical leave shall be credited as a year of service in the District for salary purposes.
- h. Teachers who resign or secure leave of absence to accept a scholarship grant for one year's study, or who accept exchange teacher's positions, or who accept an overseas teaching position with the Armed Services of the United States, and who are reemployed after not more than one (1) year of absence, shall be placed on the salary schedule on the same experience step that they would have attained had they remained in the continuous employment of the District.

Section 4. Professional Growth.

1. There shall be no limit on the number of units acquired for professional growth annually.
2. After an individual has earned six (6) equivalent units (workshops, in-service), an equal number of college or university credits must be earned before continuing work on additional equivalent credits.
3. Upon approval of the Personnel Committee, one (1) unit per year and a maximum of six (6) units of credit for work in lieu of college course work will be granted for salary advancement. Requests for in lieu credit must be submitted to the Personnel Committee prior to participation in any activity for credit, and must include data or material showing relationship to professional assignment.
4. Advancement on the salary schedule from one range to another will be permitted if the total number of units earned is within one-half unit of the total number of units required to make a change in range. Lack of evidence of the successful completion of the fractional unit when due will result in overpayment, and the employee either will be invoiced for the amount due, or an adjustment will be made to reflect proper salary placement. Notification to the Personnel Office should be made prior to April 1, if this requirement cannot be met.
5. Advance credit for a fractional unit will be authorized one time only for each certificated employee.
6. Employees contemplating a change in salary placement must file Work-in-Progress forms with the Personnel Office on or before May 1 in the school year preceding eligibility.
7. Transcripts verifying the successful completion of acceptable training must be filed with the Personnel Office on or before November 1.
8. Since September, 1966, the District has operated with two (2) fiscal pay periods. Personnel employed prior to that date are classified as Code 1 employees and receive salary payments, health benefit coverage and salary increments beginning with the August 1 warrant. Personnel hired after that date are classified Code 2 employees and receive salary payments, health benefit coverage and salary increments beginning with the October 1 warrant. Code 1 employees returning to work from any type of non-salaried status such as study leave, child care leave or health leave, shall be changed to Code 2 classification.

Section 5. Credit for Travel.

1. The plan of travel must be approved in advance by the Personnel Committee and a written report submitted after completion of travel. The report shall be of reasonable quality and shall indicate the educational value of the travel. The report will be evaluated by and must meet the approval of the Personnel Committee.
2. Such approved travel may be evaluated at the rate of one (1) unit per week of travel with the following restrictions:
 - a. Trips of less than three (3) weeks duration will not be considered.
 - b. No more than three (3) travel units will be granted in one (1) fiscal year.
3. No more than six (6) travel units will be granted in any five-year fiscal period.
4. No more than twelve (12) travel units will be granted an employee while employed by the school District.
5. Except for employees on sabbatical leave, credit is not allowed for travel during periods when school is in session.

Section 6. Graduation Ceremonies. Teachers who work the Graduation Ceremonies are guaranteed five (5) hours at the Adult School hourly rate. Assignment and selection procedures shall be as mutually agreed upon by the Union and District.

Section 7. When the District makes an error resulting in underpayment of salary or payment for additional activities, the District shall, within not more than five (5) workdays following such determination, correct the error and provide supplemental payment.

Whenever it is determined that the District has made an overpayment error, arrangement for the repayment shall be mutually determined by the District and the employee.

The District and the Union shall meet to discuss methods to reduce or eliminate payroll errors.

Section 8. All salary agreements are applied to all schedules, rates, and stipends, unless specifically noted otherwise.

Section 9.

1. UTR unit members shall have the choice to receive annual compensation in either ten (10) or twelve (12) payments. If the choice is twelve (12) payments, unit members will receive checks for July and August at the end of June.
2. UTR bargaining unit members currently on 11 or 12-advance pay, stay on advance pay.
3. Any UTR bargaining unit member who works eleven (11) months per year) e.g. counselors, psychologists, project assistants) will continue to be paid as all eleven month employees are paid, and they may opt for 12 month pay as described in section 9.1.
4. Any UTR bargaining unit member hired to or transferring to a Year Round School beginning July 1, 2002 and subsequently changing to a traditional schedule will be placed on a ten or twelve month pay as described above.

ARTICLE 24

EXTRA DUTY PAY T/A

Section 1. The extra duty pay schedule is attached as Appendix F.

ARTICLE 25

EMPLOYEE BENEFITS TA

Section 1. Health Insurance.

1. ~~The District shall provide all eligible employees, their dependents, and domestic partners with a fully paid Kaiser Health Maintenance Organization (HMO) health plan, effective January 1, 2007.~~ Effective January 1, 2010, the District shall make the following contributions toward health benefits:

Employee Only:	\$532.00
Employee Plus One:	\$625.00
Employee Plus Dependents:	\$895.00

Employees may choose from among a list of such plans mutually agreed upon by the Union and the District. ~~The District will pay for the cost of health benefit premiums for the designated, fully paid plan Kaiser.~~ When an employee selects a health benefits plan that exceeds the District contribution the District shall make a payroll deduction to cover the difference.

Effective July 1, 2010 – through June 30, 2012, the District's maximum contribution for health benefits and vision benefits for the bargaining unit shall be \$13,000,000 (thirteen million) per year for those two years only.

Within this total annual budget allocation, UTR may change the tier contributions as long as the total cost for medical and vision does not exceed \$13,000,000 in 2010-2011 and 2011-2012. If there are to be any changes to the tiers in each of these two years, the District shall provide UTR with the total cost for health benefits based on the choices made during open enrollment (no later than November 1st) for implementation on January 1st. The tiers set for 2011-2012 shall become the status quo for purposes of negotiating the successor agreement.

2. The District shall provide all eligible employees, their dependents, and domestic partners with either the dental insurance plan currently offered by Delta Dental Service or Safeguard.
2. The District shall provide Vision Service Plan, option B, with a \$10 deductible, to all eligible employees, **subject to the limitations set forth in paragraph one above.** This plan shall also provide coverage for dependents and domestic partners.
3. Regular part-time employees shall receive the benefits of this section but shall reimburse the District for that portion of the premium equal to the difference between their work schedule and a full-time work schedule.
4. A teacher who completes a full school year shall receive benefits for a full twelve (12) month period. Teachers who resign or retire during the school year shall receive proportional coverage.
4. Employees who certify coverage by another group health plan or spouses of WCCUSD employees covered by a District health plan may waive their health plan. In such cases the District shall contribute \$75 per month to an Internal Revenue Code Section 125 Plan.
5. ~~The parties agree to convene a health benefits committee. This committee will investigate cost containment for health benefits and other possible health benefit options. This committee is open to the other WCCUSD employee groups who wish to attend. This committee will convene no later than October 30, 2002.~~
6. It is understood that all provisions of this article and other negotiable items related to benefits are subject to negotiations, in successor contracts.

Section 2. Retired Employees. The district shall continue to provide benefits to retired employees **as set forth below.** ~~through the Cal/PERS program.~~ This includes those teachers on STRS Disability Allowance and/or retirement who would otherwise be eligible for retired teacher coverage.

1. The District shall offer to eligible retiring employees the same health plans as are offered to active employees during the term of the employee's retirement. To be eligible for this benefit the employee must retire from WCCUSD, directly into PERS or STRS, be eligible for health benefits at the time of retirement and have attained the required years of service to the District as stated below. The effective date of this section shall be June 30, 2010. Employees who retire between ratification and June 30, 2010 shall be entitled to retire under the practice in place prior to imposition.

2. Eligibility:

a. Current regular employees hired prior to January 1, 2007 who attain ten continuous years of service with WCCUSD (as defined by PERS/STRS) shall have met the required years of service to the District for the purposes of this section. The maximum district contribution towards benefits for employees in this category shall be \$450.00 per month.

b. Current regular employees hired prior to January 1, 2007 who have attained twenty continuous years of service with WCCUSD (as defined by PERS/STRS) as of June 30, 2010 shall have met the required years of service to the District for the purposes of this section. The maximum district contribution towards benefits for employees in this category shall be \$750.00 per month.

c. For employees hired after January 1, 2007, who attain ten years of service under CALPERS rules the District shall only pay a total of the CalPERS Health Benefits Program minimum allowable monthly unequal contribution amount for the enrollment in a health benefits plan of each eligible retiree, including enrollment of a maximum of one dependent. This amount shall increase by the minimum increase required by law. The District shall make no payment to retirees under this section for prescription coverage by CalPERS Health Benefits Program, vision or dental.

Section 3. Eligibility.

~~1. Regular full-time employees shall receive the benefits of this section.~~

Section 4. Duration of Benefits.

Section 5. Property Damage.

1. The Board shall reimburse employees for any loss, damage or destruction of clothing or personal property worn or carried on his/her person suffered while performing services for the District on campus, or as assigned, providing such

employee has taken reasonable measures to protect such property. The value of such items shall be determined as of the time of the damage thereto. The District liability shall be limited to \$800 per incident.

2. The Board shall reimburse employees for vandalism damage to their autos occurring during duty time, pursuant to the following guidelines: reimbursable damage is limited to broken glass replacement and that which would affect the mechanical operation or proper movement of the auto and could reasonably be assumed to have occurred while the vehicle was parked. There shall be a \$800 limit per incident.

Section 6. The District and the UTR/Local No. 1 Coalition agree to explore the creation of an Employee Assistance Program as soon as feasible.

ARTICLE 26 SPECIALLY FUNDED TEACHERS T/A

Section 1. Project teachers (probationary and permanent) shall be retained in a project position in the District based on seniority in the District, and special qualifications if needed.

Section 2. Project teachers (probationary and permanent) shall be retained in project positions at a school based on seniority in the District and special qualifications if needed.

Section 3. Surplus project teachers may transfer to project position vacancies. If no vacancies exist, they may displace the project teachers in the District with the least District seniority.

Section 4. To the extent permissible by law, project teachers who so request shall be considered first to fill vacant regular District positions. Such consideration shall be based on written evaluations and in order of District seniority.

Section 5. Project teachers who wish to transfer to a project position in a different school because of a reduced work assignment may do so if a project vacancy exists. Interested teachers are to utilize the regular transfer procedure as outlined in Article 14, Section 2. Transfers will be made on the basis of District seniority.

Section 6. The District shall not utilize categorical funding for intersession programs in year-round schools in any manner which would result in a reduction of teacher positions and/or hours in such schools.

ARTICLE 27

SUBSTITUTE TEACHING T/A

Section 1. Definitions.

1. Short-term substitute--one who substitutes twenty (20) or fewer workdays for a teacher(s).
2. Long-term substitute--one who substitutes twenty-one (21) or more consecutive workdays for the same teacher.

Section 2. Selection and Assignment.

1. The District shall select and assign all substitute teachers pursuant to the provisions of this section.
2. The District shall make every possible effort to secure a substitute teacher for absent members of the bargaining unit and for absent aides assigned to unit members.
3. Substitute teacher assignments shall be for at least a full day, unless a lesser time is agreed upon by the substitute and the District.
4. At the secondary level, the District shall assign substitute teachers to classes in their credential subject areas, when feasible.
5. In the event a substitute cannot be found for teachers absent for less than a full day at the secondary level, teachers may volunteer to perform "period substitution" during their conference periods. Assignments shall be rotated among volunteers. If no volunteers are available, assignments may be made by the Principal. Remuneration shall be a prorated portion of the daily substitute rate in the event the regular teacher is absent less than a full school day or twice that prorated portion if the regular teacher is absent the full day.
6. In the event a substitute teacher cannot be found at the elementary school level, every effort shall be made to cover the class with a certificated employee who is not a member of the bargaining unit. Teachers may volunteer to receive students or substitute during their conference periods in eight-period day schools. Assignments shall be rotated among volunteers. If no volunteers are available, assignments may be made by the Principal. Compensation shall be at the same rate as secondary teachers.
7. Teachers may request the assignment of specific substitutes from the District-approved list.

8. Substitutes with an emergency credential who do not possess at least a B.A. degree shall not be called for work unless no teacher with a full credential or emergency credential and a B.A. degree is available.
9. The District shall secure substitutes for teachers-in-charge if the principal is out or absent for two or more days.

Section 3. Salary.

1. Short-term substitutes shall be paid a per diem of \$116.15.
2. Long-term substitutes shall be paid a per diem of \$159.56.

Section 4. Leaves.

1. Each long-term substitute shall be credited with two and one-half (2-1/2) days of sick leave every 45 days.
2. The parties agree that unused substitute sick leave shall be carried over and accrue from one quarter to the next, within any one school year.

Section 5. Evaluation.

1. Long-term substitute teachers shall be evaluated at least once in each long-term assignment. The evaluation instrument shall be the Substitute Teacher Evaluation Form.
 - a. The Principal and/or his/her administrator designee shall make at least one observation of the long-term substitute in the classroom.
 - b. The Principal and/or his/her administrator designee shall discuss the completed evaluation form with the long-term substitute teacher. Three (3) copies of the Substitute Teacher Evaluation Form are to be made. Each is to be signed by the evaluator and the substitute teacher. One (1) copy is to be sent to the Assistant Superintendent for Personnel Services, the second kept by the Principal, and the third given to the substitute teacher.
2. Short-term substitute teachers may be formally evaluated by the Principal and/or his/her administrator designee at the request of either the teacher or administrator.

Section 6. Miscellaneous.

1. Short-term substitute teachers may leave school at the conclusion of the teacher's instructional day with the permission of the Principal.
2. Long-term substitute teachers shall work the same day as regular classroom teachers.
3. The District shall provide each substitute teacher with a handbook outlining the general operating procedures of the schools and such other information as is necessary to assist substitute teachers in the discharge of their responsibilities. This information shall include accurate maps covering the geographical area served by the West Contra Costa Unified School District.
4. At least one mailbox shall be available at each site for substitute teachers.
5. Teachers shall write their lesson plans in such a manner as to be useful and understandable to substitute teachers. Plans shall be written weekly to cover the five (5) following school days. Elementary teachers are to leave lesson plans in their classroom. Secondary teachers are to leave their lesson plans in a location designated by the principal. This shall not preclude teachers from developing "alternate" lesson plans for activities they wish to be conducted in the event of a short-term absence.
6. Substitute Cancellation: If a substitute is called for a job and the job has already been filled, or due to District error is no longer available, the substitute shall be given three (3) options:
 - a. Two (2) hours of show-up pay at the daily substitute rate, prorated.
 - b. Remain at the site and assist as needed (period substitute, team teach, fill other open substitute jobs that may not be filled).
 - c. Take another substitute opening at another school.

ARTICLE 28

PART-TIME TEACHING T/A

Section 1. Full-time members of the bargaining unit may reduce their status to part-time pursuant to the following provisions:

1. Application to transfer to part-time status must be made prior to April 1.
2. The Board shall make every effort to accommodate the request.
3. Depending on the availability of part-time positions, teachers in part-time status shall remain in that status from year to year. Part-time teachers may transfer back to full-time by making application to do so by April 1.

4. Transfer from part-time to full-time status shall be determined by the availability of vacancies which exist after the normal transfer process for full-time teachers has occurred.
5. Ranking of applicants pursuant to Sections 1.1 and 1.3 shall be according to the provisions of Article 14, Section 2 (voluntary transfer).
6. Salaries and benefits for part-time teachers shall be proportionate to those of full-time teachers with the same preparation and experience.
7. The Board shall not hire a part-time employee from outside the bargaining unit unless there is no full-time employee available who seeks and is qualified to fill the part-time position.
8. Teachers working part of a school year shall be notified of their replacements at least two weeks prior to the change. The period of paid service shall overlap by three (3) school days in order to provide for a smooth transition.
9. Job Sharing. Teachers may share assignments during the day or week at the elementary or secondary level pursuant to the following guidelines:
 - a. Job sharing shall refer to two (2) unit members sharing one (1) full-time position.
 - b. Unit members may apply for sharing of a position either of the applicants holds. Application may also be made for filling vacancies. In such cases, the vacancy must be one which could be filled by at least one of the applicants pursuant to Article 14.
 - c. Job sharing assignments shall be filled only by teachers who have jointly agreed to work together and who have indicated in writing to the Assistant Superintendent for Personnel Services or his/her designee, their desire to job share.
 - d. Job sharing assignments shall be granted annually upon mutual agreement of the teachers and the Personnel Office. Job share requests may be denied only for cause (e.g., educationally related reasons).
 - e. Responsibilities of an assignment by two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers, with the concurrence of their immediate supervisor. This shall include, but not be limited to, attendance at regular staff meetings, District meetings, parent conferencing, etc.

- f. Participants shall be placed appropriately on the teacher's salary schedule, receive one step increment for each year of service, and be given appropriate added increments for advanced degrees or longevity.
- g. Unit members working in job sharing positions shall receive a prorated amount of health, welfare, and leave benefits.
- h. Job sharing teachers sharing positions who hold full-time tenure rights shall be transferred to full-time employment at the beginning of the school year provided they have informed the Personnel Office of their desire to do so prior to April 1.
- i. Substituting: Job sharers shall substitute for each other whenever possible.
- j. The provisions in Article 13, section 20.5 shall apply to teachers who take a leave from a position in order to job share.
- k. A teacher wishing to job share who is unable to find a suitable partner already employed by the District may propose a qualified individual from outside the District or a retired District teacher.

ARTICLE 29 SPECIAL SERVICES SUPPORT PERSONNEL T/A

Section 1. Provisions of this Agreement shall apply to School Psychologists except as follows:

- 1. School psychologists shall be assigned to schools based upon the following factors:
 - a. Enrollment and number of special education classes.
 - b. Differential weighing for elementary and secondary schools.
 - c. Special assignments as determined by mutual agreement.
 - d. When any new programs are created, additional school psychology time shall be determined by mutual agreement.

2. The Union and District agree that the criteria listed in section 1.1 shall produce the basic allocation of School Psychologists. Specially funded positions would be in addition to the basic allocation.
3. Every effort shall be made to equalize the total work load among staff members. The needs of each school and requests of the School Psychologists and administrators involved shall be considered.
4. Evaluation shall be conducted by the School Psychologist's supervisor in consultation with appropriate school site administrators.
5. The work year for School Psychologists shall be the same as that established for all consultants. The distribution of workdays which are in addition to those required of teachers shall be mutually determined by the Psychologist and supervisor. School psychologists may work up to six (6) of these workdays during evening or Saturday hours during the school year. The evening/Saturday schedule shall be by mutual agreement, pursuant to past practice.
6. School Psychologists shall be paid according to the School Psychologist salary schedule.

Section 2. School Public Health Nurses. The District shall employ at least one School Public Health Nurse.

Section 3. Program Specialists, Program Assistants, and the Curriculum Development Specialist. Provisions of this Agreement shall apply to Program Specialists and the Curriculum Development Specialist except as follows:

1. The salary and work year shall be the same as secondary school counselors.

Section 4. Speech and Language Therapists working in DIS and speech and language credentialed teachers in SDC classes specifically designed for communicatively handicapped students shall be included in Schedule 6, and both shall be required to work the same work year as other unit members paid on Schedule 6.

ARTICLE 30 SUBCONTRACTING T/A

Section 1. The Board shall not hire an individual from outside the bargaining unit to perform a service if there is a qualified bargaining unit member available to perform that service.

ARTICLE 31

ITINERANT TEACHERS T/A

Section 1. To the extent possible, itinerant teachers shall be provided with adequate, permanent work space; mail boxes; keys; and safe storage space in all schools to which they are assigned.

ARTICLE 32 TEMPORARY TEACHERS T/A

Section 1. The District will make every effort to reduce the number of temporary teachers.

Section 2. The Union and District agree that all temporary teachers working in Special Education and Bilingual Education shall receive probationary contracts immediately with the exception of the least senior temporary Special Education teachers who are replacing teachers on leave.

Section 3. It is the intent of the District to offer probationary contracts to properly credentialed temporary classroom teachers after no more than two (2) years of temporary service.

ARTICLE 33 CONSULTATION T/A

Section 1. Upon request, the District will consult with the Union at reasonable times on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within District discretion under the law.

ARTICLE 34 CAL LAB ADULT EDUCATION TEACHERS T/A

The following provisions apply to certificated teachers employed in the Cal Lab Program and recognized as part of the certificated classroom teacher bargaining unit.

Section 1. The provisions of Articles 1-8, 13, 16-19, 21, 33, and 37-42 apply to employees covered by this Article.

Section 2. The District will maintain the weekly teaching hours of permanent certificated adult school Cal Lab employees in the bargaining unit at the average at which the employees gained permanency up to a maximum average of thirty (30) hours per week. Additional hours may be assigned to permanent unit members on a volunteer basis for service beyond the thirty (30) hours per week.

1. The District will assign teaching duties to non-permanent unit members based on the needs of the District.
2. The provisions of this section do not prohibit the lawful layoff or termination of employees in compliance with applicable law.
3. For further information regarding the employment and assignment of employees in the bargaining unit refer to applicable provisions of the Education Code, see Supplement 1 to this Article.

Section 3. The District will pay bargaining unit members as set forth in the provisions of Supplement 2 to this Article. Effective the 2001-2002 school year, effective the 2002-2003 school year, and effective the 2003-2004 school year, the District will increase the salary schedule by the percentage of the funded California State COLA applicable to adult schools for those respective school years. The provisions of this subsection constitute all adjustments to the salary schedule for the term of the agreement.

Section 4. The following days shall be unpaid holidays:

1. Labor Day
2. Veterans Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas Day
6. New Year's Day
7. Winter Break
8. Spring Break
9. Memorial Day
10. Independence Day
11. Other Board Designated Holidays for this program. These specified holidays do not affect the designation of various other days as either instructional or non-instructional days for all or part of the bargaining unit.

Section 5. Bargaining unit members shall receive appropriate payroll and personnel services provided other similar unit members (e.g. voluntary tax sheltered annuity deductions and direct payroll deposits).

Section 6. Bargaining unit members shall be notified of their initial assignment at least thirty (30) days in advance of the first day of class for the semester.

1. The District will consider Cal Lab bargaining unit members when making assignments for vacant positions. This provision does not guarantee the assignment but insures that the District considers the option of assigning the unit member. This assignment process will not be used to deny a tenured teacher his or her rights to minimum hours due the employee because of tenure rights.
2. Assignments or initial assignments to a particular class or number of hours per week can be changed for reasons including, but not limited to, curriculum needs, equipment needs, or lack of enrollment or funds.
3. The District may assign unit members to voluntary service substituting in the bargaining unit at the substitute pay rate. Unit members can volunteer to substitute for another bargaining unit member at the volunteer's regular hourly rate.

Section 7. All bargaining unit members shall be informed of their service hours within the program by October 1 of each school year. The service hours will be calculated as of the preceding July 1. The service hours credited on July 1 will be used for the purpose of salary schedule placement.

Section 8. The District will provide unit members with one (1) hour of sick leave for each seventeen (17) hours taught by unit members. Tenured unit members qualify for the following other leaves of absence pursuant to Article 22: Bereavement, Jury/Court Summons Leave, Family Medical Leave, Health Leave, Personal Leave, Maternity/Child Care Leave, Industrial Accident and Illness Leave, and Section 20 Miscellaneous provisions.

Section 9. Tenured Cal Lab teachers receive one (1) hour of preparation time per week for teaching two sessions. Part-time Cal Lab teachers receive one-half (½) hour of prep time per week for a session at the non-teaching rate.

Section 10. The District will evaluate Permanent (Tenured) unit members at least every other year. The District will evaluate Probationary unit members at least annually and may evaluate other unit members as designated.

Section 11. Class size in currently formulated classes in the Cal Lab Program in the bargaining unit shall, except in unusual circumstances, not exceed thirty (30) in attendance. The district and union may by mutual agreement consult regarding the

possibility of incentives for teaching classes in excess of thirty (30), and by mutual agreement, the parties may implement such incentives.

Section 12. The District will pay for staff development for staff inservice assigned by the District at the non-teaching rate of pay. The District will allow reasonable participation without pay at other District inservices if space is available; with written approval, other inservices with pay may be allowed.

ARTICLE 35

PROFESSIONAL GROWTH T/A

Section 1. This article applies only to those members in the bargaining unit who, as of September 1, 1985, did not hold a clear multiple or single subject teaching credential.

Section 2. Those members of the bargaining unit to whom this article applies shall develop an individual program of professional growth which consists of 150 clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. This program is to be completed within a five-year period. The five-year period begins September 1, 1985, or on the date that a credential takes effect after September 1, 1985.

Section 3. Each unit member who obtains a clear credential after September 1, 1985, shall develop a professional growth plan which may include, but is not limited to, one or more of the following:

- a. A subject the unit member teaches, or reasonably expects to teach, in Kindergarten or in grades 1-12.
- c. A field of specialization in which the unit member serves, or reasonably expects to serve, in kindergarten or in grades 1-12. Examples of fields of specialization include, but are not limited to, bilingual education, cross-cultural education and special education.
- c. Concepts, principles, and methods of effective teaching, curriculum, and evaluation in kindergarten or in grades 1-12.
- d. Concepts and principles of physical, intellectual, social and emotional development among children and youth.
- e. Languages and cultural backgrounds of groups of children and youth who attend California schools.
- f. Concepts and principles of effective relationships among schools, families, and communities.

Section 4. Acceptable activities for the implementation of a professional growth plan shall include, but not be limited to the following:

- a. Courses from a regionally accredited college and university.
- b. Participation in professional conferences, workshops and lectures by persons of expertise in education.

- c. Teacher Education/Computer Center, Teacher Center, staff development or similar educational focused institutions.
- d. Service as a mentor teacher.
- e. Participation in curriculum development projects.
- f. Participation in systematic programs of observation and analysis of teaching.
- g. Participation in alternative work experience programs, paid or voluntary, in which the unit member fulfills new professional responsibilities for a specific period of time.
- h. Cultural experiences, such as attendance at museums or musical, dramatic or dance productions, or cross-cultural immersion in the language and culture of an ethnic or national group which enhance effectiveness as a teacher in the West Contra Costa Unified School District.
- i. Service in a leadership role in a professional organization.
- j. Participation in educational research or innovation efforts.
- k. Creative endeavors in areas such as television, music or art that are educationally related.
- l. Publication of professional articles in a professional journal.
- m. Travel related to teaching area and credential area.
- n. Participation as an exchange teacher.
- o. Participation in a speakers' bureau or on talk shows on education-related committees.
- p. Membership on state or local education-related committees.
- q. Service as a master teacher for student teachers.
- r. Staff meeting called by bargaining unit member's immediate supervisor or other administrator.

Section 5. A clock hour is determined by the actual time spent in the activity with the following exception: for course taken from an accredited college or university, each

semester unit shall equal fifteen (15) clock hours, and each quarter unit shall equal ten (10) clock hours.

Section 6. Prior to beginning an activity which could accumulate clock hours, the member of the bargaining unit shall submit the proposed plan to his/her immediate supervisor. Within ten (10) working days, the immediate supervisor shall review the proposed plan. If the proposed plan is in conformance with Section 3, then the immediate supervisor shall sign off the proposed plan.

If the proposed plan is not in conformance, then the reasons for non-conformance shall be placed in writing by the immediate supervisor. If the member of the bargaining unit desires to amend an already approved activity for accumulation of clock hours, the same process shall be followed.

Section 7. The immediate supervisor shall approve or disapprove of proposed plans independently of any evaluation that may affect the unit member's employment status.

Section 8. Upon completion of the activity, the member of the bargaining unit shall submit to his/her immediate supervisor a form which contains the following information: type of activity engaged in, dates of the activity, and the number of clock hours spent in the activity and relevance of the activity to the goals of the plan. The immediate supervisor shall sign the form and submit it to the District Personnel Office with a copy of the signed form to the member of the bargaining unit. This shall constitute the necessary verification that the member of the bargaining unit has completed the number of clock hours specified on the form.

ARTICLE 36

SUMMER SCHOOL T/A

Section 1. Summer school positions shall be filled according to the Provision of Article 14.

ARTICLE 37

CONTINUITY OF SERVICE T/A

Section 1. During the term of this Agreement neither the Union nor members of the bargaining unit shall take part in any strike, work stoppage or activity during duty hours which would interfere with the normal operation of the District.

Section 2. All parties signatory to this Agreement agree that neither the Union or members of the bargaining unit will collectively, concertedly, or individually induce, engage, or participate directly or indirectly in any strike, picketing other than informational, slowdown, stoppage, or other curtailment or interference with the employer's operation, or interfere or cause interference with the flow of material or persons in or out of the premises or property.

Section 3. All parties to this Agreement will comply with all articles of the Agreement and perform all agreed-upon duties regardless of any agreement or disagreement with any other District employee.

Section 4. During the term of this Agreement, The Board of Education shall not authorize or permit lockout of persons covered by this Agreement.

Section 5. It is expressly understood that the provisions of this article do not apply to those matters subject to the reopener provision of this Agreement.

ARTICLE 38 EFFECT OF AGREEMENT T/A

Section 1. Unless otherwise provided for in the Agreement, the Board shall not unilaterally reduce or eliminate any teacher benefit within this Agreement.

Section 2. The parties recognize that those teacher benefits which are enumerated in the scope of bargaining, and which have not been reduced or eliminated through the negotiations process as reflected in this Agreement shall continue at the same level during the period of this Agreement.

Section 3. Should the scope of representation be broadened by statutory amendment, the parties will institute negotiations on such amendment(s) within ten (10) days of the effective date of the statutory change. Should any provision of this Agreement become inoperative by statutory amendment, the same procedure shall obtain.

ARTICLE 39
HARASSMENT T/A

The Board will not tolerate harassment of District employees by any other employee of the District. Harassment is defined as unwelcome verbal or physical contact when:

- A. Submission to or rejection of such conduct is made, either explicitly or implicitly, a term or condition of employment;
- B. Submission to or rejection of such conduct by an individual is used as a basis for making personnel decisions affecting an employee; or
- C. Such conduct has the purpose or effect of unreasonably interfering with an employee's performance or creating an intimidating, hostile, or offensive working environment.

ARTICLE 40
NON-DISCRIMINATION T/A

The Board shall not discriminate against any bargaining unit member on the basis of race, color, creed, age, gender, national origin, political affiliation, domicile, marital status, sexual orientation, disability, membership or participation in the activities of an employee organization.

ARTICLE 41
SAVINGS CLAUSE T/A

Section 1. If any provision of this Agreement should be held invalid by operation of law or by the final judgment of any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

ARTICLE 42
MISCELLANEOUS PROVISIONS

Section 1. **Individual Contracts.**

Any individual contract between the Board and an individual member of this bargaining unit shall be subject to and consistent with the terms and conditions of this

Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

1. Individual contracts for Temporary and Probationary employees as well as tenure notification shall be issued by September 15 of each year or within 15 days of appointment, whichever is later.

Section 2. Distribution of Agreement. Following ratification of this Agreement by both parties herein, said parties shall share equally the cost of preparing and distributing a sufficient number of copies to all members of the bargaining unit.

Section 3. Education Reform

The United Teachers of Richmond/CTA/NEA uphold that adequate and equitable school funding is the first step toward building school capacity that ensures equal education and economic opportunity for all students.

To meet that end the United Teachers of Richmond/CTA/NEA and the West Contra Costa Unified School District shall create a Joint Committee to explore all aspects of Educational Reform. The Joint Committee shall be convened no later than 30 days from ratification of both parties.

This Joint Committee shall convene during the duration of this Agreement to bring forward recommendations for implementation no later than April 1, 2011. These recommendations shall be brought back for negotiations between the parties.

The Joint Committee shall be comprised of equal parts United Teachers of Richmond/CTA/NEA designated representatives and West Contra Costa Unified School District designated representatives.

In addition the Joint Committee shall have the capability and support from both the United Teachers of Richmond/CTA/NEA and the West Contra Costa Unified School District to bring any and all required resources to assist the committee as mutually agreed upon.

Section 4 Side Letters and Memorandums of Understanding

Upon ratification of this Agreement, the parties agree to assign designees to review all Side Letters and Memorandums of Agreements to ascertain whether said agreements shall be added/modified and/or deleted from the Collective Bargaining Agreement.

ARTICLE 43
PHASED-IN-RETIREMENT T/A
(See Appendix H)

ARTICLE 44
EARLY RETIREMENT T/A
(See Appendix I)

ARTICLE 45
PROMOTIONS T/A

Section 1. A promotional position is defined as a Unit position for which a salary differential is paid.

Section 2. The District shall maintain eligibility lists for promotional positions by periodically interviewing applicants. Those judged qualified by the interview team shall be named on this list.

Section 3. One-third of the members of the interview team shall be appointed by UTR.

Section 4. Vacancies which arise after normal transfer procedures are completed shall be filled from the eligibility list for the position.

ARTICLE 46
STAFF DEVELOPMENT T/A

Section 1. School-based staff development plans shall be designed by site councils in conformance with the School-Based Program Coordination Act.

Section 2. Staff development activities during modified day shall be jointly designed by the schools' principals and staffs except that the District may require a particular staff development activity during one modified day per month.

Section 3. Staff development activities associated with the implementation of SB 1777 (Class Size Reduction) shall be subject to the following provisions:

1. No required staff development outside of work hours.
2. Any optional staff development outside of work hours shall be paid at the hourly rate (formerly Adult School Rate).
3. A UTR/WCCUSD Staff Development Committee shall be formed to plan required staff development as required by SB 1777. At least 50% of the committee members shall be appointed by UTR.
4. The parties agree to hold an annual meeting in the spring of each year to discuss staff development for the following year. For the 2002 – 2003 year only, this meeting will be held in September 2002. The agenda for this meeting will include staff development dates and ways to encourage maximum attendance and participation.

ARTICLE 47

SHARED DECISION-MAKING T/A

Section 1. District Site Agreement Coordinating Council (DSACC)

A District Site Agreement Coordinating Council (DSACC) will be established to serve as a steering committee to implement and monitor Shared Decision-Making. The purpose of the DSACC includes, but is not limited to, the following:

- Develop an application for Shared Decision-Making which sites will use to initiate the Shared Decision-Making process; Coordinate inservice and training in Shared Decision-Making;

- Review application requests from school sites entering into a Shared Decision-Making model;
- Work with school sites or departments to ensure that Shared Decision-Making models are consistent with "implementation guidelines" and the "scope of authority" parameters of this agreement;
- Serve as a clearinghouse for research and resources;
- Provide a vehicle for networking and communication among the school sites/departments on issues of Shared Decision-Making;
- Allocate all funds available for Shared Decision-Making.

COMPOSITION: The DSACC will be established promptly after the effective date of this agreement. The DSACC will consist of ten (10) members, five (5) of whom will be appointed by UTR and five (5) by the Superintendent. The DSACC will establish its own rules of procedure, including selection of a chairperson.

FUNDING: Funding provided to the DSACC shall be determined by the parties as it becomes available. Any portion of an annual appropriation that is not expended during the school year in question will be carried over for use by the DSACC in subsequent school years.

Section 2. Selection of Sites for Shared Decision-Making

All WCCUSD school sites will have the option of entering into a Shared Decision-Making process. The parties agree that there shall be no limit on the number of sites approved by the DSACC.

The DSACC shall determine the feasibility and process for including non-school site departments in Shared Decision-Making. This process shall be completed within six months of the effective date of this agreement.

Section 3. Scope of Authority

The parties agree that Shared Decision-Making should provide a great potential for more effective and efficient school management, increased communications between all staff, and most importantly, enhancement of educational opportunities and delivery of educational services to the District's students.

In determining matters of school policy and budget, the Local Decision-Making Councils (LDMC) operate within the same set of powers and constraints as previously applied to site administrators. However, for the purpose of defining bargaining unit members

under the terms of the E.E.R.A., nothing in the Article shall be construed as altering the previous relationship between the parties. This scope of authority shall include, but not be limited to, the following:

- Staff development program
- Student discipline guidelines
- Planning of school activities and events, and special schedules such as final exams and modified days
- Guidelines for use of all school equipment, including copiers
- Expenditure of all funds allocated to sites for instructional materials and supplies within the limits of site discretion
- School climate
- Staff recognition
- Master schedule
- Textbooks
- Technology
- Parental involvement
- Business outreach
- Room utilization

No decision will be made that violates District policy or local, state, or federal law; nor will any decision be made which violates the Collective Bargaining Agreement between UTR and the District. It is agreed that any decision made by Local Decision-Making Councils shall not impact on the Contractual rights or affect the negotiable issues of Local #1 bargaining units.

Local Decision-Making Councils shall consider all points of view and shall solicit the advice and counsel of parent organization, other employee unions, and all other interested parties.

The focus of the Local Decision-Making Councils shall be upon establishment of local policy and planning directions rather than day-to-day administration or execution of policy and plans. The Local Council shall not be obligated to act in all areas of its scope of authority and may delegate some of its responsibilities to existing school committees.

The Local Decision-Making Councils are expected, but not required, to supplant any previous local school/department planning committees dealing with the prescribed scope of authority. However, the LDMC shall not supplant other existing councils and committees which have an independent statutory basis, e.g., Chapter I Councils, Bilingual Advisory Councils, or S.I.P. Councils.

Section 4. Steps for Local Shared Decision-Making Implementation

1. **SELECT A PROPOSAL WRITING TEAM:** A proposal writing team will be selected at any school site wishing to develop a Shared Decision-Making proposal. This team will be selected through a democratic election, supervised by UTR faculty representatives. The proposal writing team will be selected from the certificated staff and should include the UTR Faculty Representative and the Principal/Supervisor or designee.

The proposal writing team will develop a method of soliciting input from and reporting to the staff as a whole. The proposal writing team may appeal to the DSACC for training and assistance as needed.

The team chair shall notify the DSACC of its intent to submit a Shared Decision-Making proposal and will arrange a meeting with a member or members of the DSACC, including representatives from UTR and the District, to review the Shared Decision-Making proposal guidelines, and answer questions. The DSACC shall be available as a resource for facilitating the process.

2. **WRITE A SHARED DECISION-MAKING PROPOSAL:** The proposal writing team shall write a proposal which includes:

- **Skills** Participant training plan covering communication, consensus building, conflict resolution, etc.;
- **Timeline**
- **Budget**
- **Bylaws** The Bylaws shall provide, but are not limited to, the following:
 - Composition of the LDM Council
 - Method of selection of the LDM Council
 - Title of the LDM Council
 - Scope of Authority of the LDM Council
 - Meeting schedule of the LDM Council
 - A method of reporting information and decisions to the staff. (A process should be developed for two-way communication between the site level team and the staff.)
 - A method for making decisions, which may be modified after training
 - A procedure for the conduct of meetings, such as Robert's Rules of Order
 - Election of officers, such as chair and clerk
 - A procedure for amending the Bylaws

The proposal is not limited to these areas. School sites may wish to address specific site/department issues in the structure of their model.

Approval of a Shared Decision-Making proposal may be granted for a maximum of two years.

3. **FACULTY APPROVAL OF PROPOSAL:** The school site must approve the proposal by two-thirds (2/3) of the bargaining unit members at the site or the department.
4. **DSACC REVIEW OF PROPOSAL:** The DSACC shall review the application and may request additional information it considers necessary in order to process the proposal. Within thirty (30) working days after receiving the application, the DSACC will respond in writing to the proposal team. The response will indicate approval or modification as needed.

Section 5. Conflicts with Board Policy or the Collective Bargaining Agreement

It is recognized that Shared Decision-Making is an innovative process and that proposals may be considered which are in conflict with current Board of Education policy and/or the current UTR Collective Bargaining Agreement. In the event that there is a conflict between the LDM proposal and School Board policy or the UTR Collective Bargaining Agreement, the Board and UTR shall each consider whether, in their discretion, a waiver in the conflicting policy and/or contracts is appropriate. Such waivers shall be limited to the term of the Shared Decision-Making program at the specific school and shall not constitute establishment of practice or modification of the overall Collective Bargaining Agreement.

Section 6. Escape Clause

At the beginning of each school year, a faculty may void an existing Shared Decision-Making arrangement by a two-thirds (2/3) vote in an election supervised by UTR and the District. At the beginning of each school year, the principal can appeal to the DSACC to void an existing Shared Decision-Making arrangement; however, the DSACC must approve such an appeal by a majority vote. This does not prohibit a site or department from submitting a new proposal at a future date.

ARTICLE 48 ACADEMIC FREEDOM T/A

A bargaining unit member shall have freedom in classroom or other District-approved presentations and discussions and may introduce political, religious, or otherwise controversial material, provided that said material is relevant to the course content,

consistent with District-and-State-adopted curriculum goals and objectives, and within the scope of the law.

ARTICLE 49 RESTRUCTURING T/A

The District and the Union agree to work together to review improvement and cost containment measures in the following areas:

- Copy machines
- Special Education (including Full Inclusion)
- Health Benefits (including Domestic Partners in benefit coverage)
- Affirmative Action
- Workers' Compensation

ARTICLE 50 MULTI-TRACK YEAR-ROUND SCHOOL (MTYRS) T/A

Section 1. General

Provisions of this agreement not preempted by this Article also apply to unit members in Multi-Track Year-Round School.

Section 2. Calendar

1. The work year for teachers assigned to MTYRS shall be contained within one fiscal year.
2. The 1993-94 work for MTYRS teachers shall consist of 175 teaching days, including staff development days and two (2) additional work days in accord with Article 22, Section 1.
4. Minimum days for students shall be scheduled on the last day of every track cycle for 1993-94. Other minimum days shall be in accord with Article 22, Sections 2 and 3.

Section 3. Hours of Employment and Duty Assignments.

1. All provisions of the MTYRS work day configuration shall conform to Article 10 except as modified by this section.
 - a. Instructional time for kindergarten teachers shall be limited to 1,030 minutes per week including recess. Preparation time shall be 515 minutes per week.
 - b. Instructional time for teachers in grades 1-3 shall not exceed 1,460 minutes per week. At least 100 minutes per week of preparation time shall be provided.
 - d. Instructional time for teachers in grades 4-6 shall not exceed 1,515 per week. At least 50 minutes per week of preparation time shall be provided.
2. Specialists assigned to MTYRS may work a modified work year as follows:
 - a. Specialists including resource teachers, speech therapists, subject matter specialists, school psychologists and others may extend or vary their work years. A mutually agreeable work calendar and/or number of added days will be established through consultation between the specialist and his/her immediate supervisor with approval of the Assistant Superintendent, Personnel Services, no later than thirty (30) school days from the beginning of the specialist's work year
 - b. If a mutually agreeable assignment cannot be arranged and approved, specialists will be assigned by the Assistant Superintendent, Personnel Services, or his/her designee. Such involuntary assignment shall be to a traditional schedule, a MTYRS track, or an alternate work year consisting of the same number of work days, and blocks of vacation days as other MTYRS teachers. An involuntary transfer may be made only if the education related needs of the school cannot be met by agreement or involuntary assignment.
 - c. Extension of a specialist contract shall be voluntary and shall be compensated at the per diem rate.
 - d. District determined work days not included in a specialist's contract shall be posted and offered to qualified and available unit members at the per diem rate.
 - e. Work schedules of newly hired specialists shall be assigned in accord with the needs of the District.

Section 4. Initial Assignment, Transfer/Reassignment, Track Change.

1. For the 1993-94 initial assignment only, teachers who wish to transfer out of a school designated as MTYRS shall have first priority for any posted vacancy for which they qualify.
2. The District will make every reasonable effort to assign unit member spouses to the same track if requested.
3. The District will make every reasonable effort to assign the children of unit members at MTYRS to the same track as that to which the member is assigned.
4. A teacher reassigned from one track to another after the first work day shall receive one (1) day planning and preparation time before beginning the new assignment.
5. A transfer or reassignment of a full-time unit member shall not result in a reduced annual salary below that of a full-time equivalent. Teachers shall be assigned to work during intersession or other daily assignments in order to assure fulfillment of a full contract work year for salary credit purposes and STRS purposes.
6. If a transfer or reassignment results in additional days of service, compensation shall be at the per diem rate.

Section 5. Exchange Days

1. Teachers at anytime they are "on track," may voluntarily exchange days with an "off-track" teacher without loss of pay, benefits, or sick leave. Each teacher shall be able to utilize ten (10) exchange days.
2. Teachers shall notify the site administrator at least three (3) days in advance with the name of the teacher's replacement and the length of the exchange.
3. Teachers shall have the responsibility of arranging exchanges with other teachers, and the District has no responsibility for enforcement.

Section 6. Track Assignment and Transfer

1. Transfer from one track to another track within a MTYRS school shall be according to the reassignment procedure of Article 14 of the Contract.

2. The parties agree to reconsider this issue at an MTYRS school following the 1995-96 reassignment process and, if requested by either party, in 1996-97 execute transfer from one track to another pursuant to Article 14 of the Contract.

Section 7. Staff Development

1. The District shall make every effort to ensure that all teachers have equitable access to Staff Development.
2. Teachers shall not be required to attend Staff Development sessions when they are off track.
2. In the event that a staff development day is scheduled on the end-of-track student minimum day, teachers shall be required to attend staff development for no longer than that minimum day. They may use the balance of the work day for end-of-track preparations.

Section 8. Preparing to Come "On Track"

1. On the weekend immediately preceding the beginning of a track cycle, the site shall be accessible to teachers between 9:00 a.m. and 3:00 p.m. on Saturday. Teachers shall notify the principal no later than the Monday preceding the beginning of a new track cycle if they will need access to the site on the following Saturday.
2. A teacher wishing to prepare his/her room for coming "on track" during the week prior to the return of students may do so after prior notice to the principal indicating dates and times.
3. Time spent preparing to come "on track" during the week prior to return of students will be compensated at the Adult School Rate to a maximum of five (5) hours per track change.

Section 9. Storage

1. Reasonable secured storage and assistance in moving as needed shall be provided to MTYRS teachers.

Section 10. Union Leave

1. Two additional days of Union leave shall be provided pursuant to Article 13, section 1. The Union shall pay the cost of substitutes replacing employees for the additional days.

Section 11. Termination of MTYRS

1. If the District adopts and implements a MTYRS program and then later decides to modify or eliminate part or all of such program, it shall give reasonable prior notice to the Union so that the District and the Union can explore possible solutions to the problems that some teachers may have with the change in schedule.

ARTICLE 51 TEACHER SUPPORT and TEACHER ASSISTANCE PROGRAM T/A

Section 1. The District shall utilize teacher input in its efforts to recruit and retain bargaining unit members. The Superintendent or the designee shall call an annual meeting with five (5) bargaining unit members designated by UTR for this purpose.

Section 2. New teachers on contract (temporary, probationary, permanent) with less than three full years in the District shall receive the following in order to assist them in becoming successful teachers.

1. New Teacher Workshops: The District shall offer no fewer than five (5) voluntary workshops during the school year. Workshop topics shall be determined after a survey of all new teachers and with input from the Union.
2. Observation Enrichment: New teachers shall, upon request and with principal's approval, be granted at least two (2) days to observe other public school teachers. This enrichment shall be with no loss of salary, other leaves, or benefits. Authorization of the principal shall not be unreasonably withheld. The date(s) shall be mutually agreed upon.

Section 3. Teacher Support and Teacher Assistance Program

1. Purpose

The Teacher Support and Teacher Assistance Program ("Program") is created to provide support and assistance to veteran teachers who are eligible for the program. Further, it is also designed to assist all newly hired teachers in the WCCUSD in order to help make their first year's experience in the West County successful.

2. Prioritizing Needs

Depending upon the funds available, teachers shall be eligible for participation in

the Teacher Support and Teacher Assistance Program in the following order:

- a. Permanent teachers who are eligible for the program due to receiving an unsatisfactory evaluation.
- b. Teachers who are new to teaching and are hired under a probationary or temporary contract or as a long-term substitute. This shall include but not be limited to pre-interns, interns, emergency permit and/or waiver holders, and newly credentialed teachers.
- c. Experienced teachers who are new to the district and are hired under a temporary or probationary contract or as a long-term substitute.
- d. Permanent teachers who request assistance and entry into the Program on a voluntary basis. To be admitted to the Program, these teachers must be accepted by the Panel.

3. Program Administration

- a. The Programs held be administered by a Panel composed of seven (7) members. Four (4) of the members will be appointed by the United Teachers of Richmond and three (3) by the Superintendent of the WCCUSD. (The term for the panel members shall be 3 years.) This term can be extended for one additional term. The terms of the panel members will be staggered.
- b. The Panel will be chaired in the first year by a teacher appointed by UTR. Thereafter, the chair will be elected from among the members of the Panel.
- c. For the Panel to conduct business, at least five (5) members must be present.
- d. The Panel will establish operational procedures, develop all necessary forms and documents, select coaches, and generally manage the Program. The District will provide the Panel with the staffing needed to perform these duties.

4. Panel Duties

The Panel shall be responsible for the following duties:

- a. Providing annual training for the Panel members.
- b. Establishing its own rules of procedure.
- c. Selecting the cadre of Coaches and selecting trainers and/or training providers.
- d. Providing training for Coaches prior to the teachers' participation in the Program.
- e. Sending written notification of participation in the PAR program to the referred participating teacher, the Coaches and the site principal.
- f. Making available the Cadre of Coaches for selection by the referred Participating Teacher.
- g. Developing all forms and documents necessary to manage the Program.
- h. Adopting rules and procedures to effect the provisions of this Article. Said rules and procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
- i. Establishing a procedure for application as a Coach.
- j. Determining the number of Coaches in any school year, based upon participation in the Program, the available budget and other relevant considerations. Notifying Coaches of assignment by May 1, regarding their assignments for the next school year.
- k. Monitoring the progress of each participant by reviewing status reports recommendations to the Governing Board regarding the involuntarily referred Participating Teacher's progress in the Program.
- l. Determining and providing professional development offerings deemed relevant to the Program.
- m. Determining which volunteer permanent teachers will be admitted to the program.
- n. Evaluating (annually) the impact of the program in order to improve the program.
- o. Overseeing the Budget expenditures and submitting its budget to the

WCCUSD Superintendent and the UTR President.

- p. Identifying and making available intervention resources that can be used by the Coaches to meet specific needs of Participating Teachers.
- q. Providing a cadre of substitute Coaches to maintain the support program for Participating Teachers. The Panel will decide when substitutes are assigned.

5. Panel Meetings

The Panel will meet as necessary, on District time. Any hours worked beyond the teacher's regular workday shall be compensated at the unit member's pro rata.

6. Coach Selection Process and Employment Status

- a. An announcement will be posted annually at each work site-seeking applicants for the position of Coach. The completed application shall be submitted to the Personnel Office and shall be accompanied by no less than three (3) nor more than five (5) letters of reference, including a reference from a building principal or immediate supervisor, a reference from a UTR representative, and a reference from another classroom teacher. ONLY UTR bargaining unit members may apply for the position of Coach.
- b. The Program Panel will review the applications and identify applicants for further consideration. The Panel will interview the finalists and select the Coaches from that group. Part of the selection process shall include classroom observation of the applicant by at least two (2) panel members. These observers must be equally divided between district and teacher members.

The applicants shall be selected using the following criteria:

- i. Interpersonal skills and effective communication skills.
- ii. Credibility with stakeholders.
- iii. Exemplary teaching ability
- iv. Experience working with colleagues in a collaborative role.

- v. Minimum of (3) three years teaching experience with the District.

Additional recommended criteria:

1. Language and writing skills.
 2. Knowledge of the California Standards of the Teaching Profession.
 3. Curriculum expertise.
- c. All applicants will be notified in writing of the Panel's decision.
 - d. Coaches shall be full-time. Those who are selected by the Panel shall continue in their current assignment until the Panel determines the need for a Coach. All Coaches shall receive training and will either be given release time or pro-rata compensation, to be determined by the Panel.
 - e. The term of active assignment for a Coach will be three (3) years. An individual who begins service more than one-fourth (1/4) of the way through the school year may serve a fourth year in order to complete his/her term at the end of the school year. The terms of the Coaches shall be staggered.
 - f. Once an individual has served as a Coach, the individual may reapply to be a Coach after returning to his/her regular duties for a period of three (3) years.
 - g. Upon completion of a term as a Coach, the right to return to the most recent teaching assignment held by the teacher is guaranteed.
 - h. The Coach's work year is 190 days. These additional five days will be compensated at per diem rate. Additional days worked shall be determined by the Panel and shall be paid on a per diem basis at the regular rate of pay and/or compensated with compensatory time.
 - i. The Coach shall not evaluate a District bargaining unit member. Site principals will evaluate teachers participating in the program consistent with this Agreement. The District will take no action to terminate a permanent bargaining unit member who is participating in the program, based upon deficiencies in teaching strategies and/or subject matter knowledge.
 - j. For referred teachers the initial introduction to the program shall be the

responsibility of the principal. After referral to the Program, the involuntarily referred Participating Teacher will choose a Coach. After meeting the Referred Participating Teacher, the Coach will arrange a meeting to be attended by the Coach, the principal or the evaluator of the Participating Teacher, and the Participating Teacher. The Coach shall meet with the Referred Participating Teacher to discuss the PAR program, to establish performance goals consistent with the California Standards for the Teaching Profession (CSTP), develop the assistance plan and develop a process for determining successful completion of the PAR program.

- k. The Coach shall prepare written progress reports for the Panel regarding the progress of Referred Participating Teachers. In accordance with section 4.k of this article the Coach will submit periodic reports that cite dates, duration of the consultation and the precise focus of the meeting(s) with the Referred Participating Teacher. The Panel may also call on the principal or evaluator to provide an assessment. The written progress reports shall be on forms and shall, at a minimum, include an assessment as to whether the Participating Teacher is making satisfactory progress toward the California Standards for the Teaching Profession and whether continued assistance is necessary. A different reporting process shall be utilized for teachers in the program who have not been referred because of an Unsatisfactory evaluation. No report assessing performance will be made to the panel for those who volunteer for the program. A Referred Participating Teacher shall have the right to timely reports or progress made and to review all reports generated by the Coach prior to their submission to the Panel and to have his/her comments attached. A different Coach may be selected to work with the Referred Participating Teacher at any time during the first six weeks of the process when requested to do so by the Coach or the Participating Teacher.
- l. Coaches shall prepare a Final Report by April 1, which shall note the progress made by the Referred Participating Teacher. The progress reports and Final Report shall be made available to be placed in the personnel file of the Referred Participating Teacher. The Referred Participating Teacher shall have the right to submit a written response, and have it attached to the final report. In addition, the Referred Participating Teacher shall have the right to request a meeting with the Panel, and to be represented at this meeting by the UTR representative of his or her choice.

7. Caseload Levels

The caseload for Coach shall be determined by the Panel and in no event shall be higher than fifteen (15). Referred Participating Teachers shall be

weighed as 2.

8. Lead Coach

There shall be a lead Coach, with a work year of 200 workdays. These additional days shall be compensated at his/her per diem rate. The caseload for this position shall be 5 for the first year and 6 in subsequent years. The caseload will be phased in during the first year of this agreement. Additional duties for this position shall include scheduling the work of the Coaches and facilitating the work of the Panel.

9. Participating Teachers

a. Teachers may participate in the Program in one of four ways:

1. Referred Participating Teachers-Permanent teachers who receive an unsatisfactory evaluation, as per AB1x, in the areas of “teaching strategies and subject matter knowledge” will be required to participate in the Program no later than the beginning of the next school year.
2. The intent of the parties is that all newly hired teachers will be required to participate in the Program. Actual participation will be based on the annual budget and priorities set by the Panel. The period of duration will be determined by the panel, based on recommendations made by the Coach.
3. Permanent teachers may volunteer to participate in the Program. Their admission to the Program will be determined by the Panel based on the Panel’s annual budget and priorities.
4. And, on a space available basis other teachers may participate in professional growth programs developed by the Panel.

10. Funding and Revenue

- a. The District and UTR will jointly explore funding sources from local business and industry. The District, with the support of UTR, will attempt to secure grant funding.
- b. All activities relating to the Program, including sub costs, shall be paid for by funding pursuant to the passage of AB1x. Expenditures for the

WCCUSD PAR Program shall not exceed revenues received from BTSA funds, Pre-Inter, Intern funds, AB1x funds, appropriate new teacher staff development funds and other appropriate sources of funding and the private funds described in paragraph 10 (a), supra.

c. The parties agree to continue the BTSA funding and support for the current teachers participating in the BTSA program.

11. Functions performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions. The Coach shall continue to have all rights of a bargaining unit member. In addition to the regular salary, a Coach shall receive pro rata hourly pay for all work beyond the regular workday and/or work year, approved by the Panel. The Assistant Superintendent of Personnel will select a cadre of administrators available to evaluate lead coaches and coaches. The lead Coach and Coaches will select their evaluator from this list.
12. Upon completion of his or her service as a full-time released Coach the teacher shall be entitled to return to the same position which he/she held immediately before commencement of the assignment unless he/she would have been transferred or reassigned pursuant to Article 14.
13. The District agrees to indemnify and provide a defense for the UTR panel members and Coaches against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the UTR Panel Members and/or Coach's participation in Peer Assistance and Review and Teacher Support, pursuant to Division 8.6 (commencing with 8.10 of title I of the California Code).

14. Reopener

The provisions of the Program may be revised or reopened by the mutual consent of the District and UTR on an annual basis.

SALARY SCHEDULES

2005-2006

Appendix A: Schedule 8 – Teachers, Nurses, and Librarians to follow.

SALARY SCHEDULES

Appendix B: Schedule 7 – School Psychologists to follow.

SALARY SCHEDULES

Appendix C: Schedule 6 – Counselors, Program and Project Assistants, Program Specialists, and Speech Therapists to follow.

SALARY SCHEDULES

Appendix D: Teacher Extra-Duty Pay Schedule to follow.

APPENDIX E
EDUCATION CODE SECTION 48900
Grounds for Suspension of Pupils
by Teachers from Class

A teacher may suspend a pupil from his/her class for the day of the suspension and the following day if the pupil committed one of the following acts, (a) to (o):

- (a)
 - 1. Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - 2. Willfully used force or violence upon the person of another, except in self-defense.
- (b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the cause of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
- (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- (d) Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
- (e) Committed or attempted to commit robbery or extortion.
- (f) Caused or attempted to cause damage to school property or private property.
- (g) Stolen or attempted to steal school property or private property.
- (h) Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel.

However, this section does not prohibit use or possession by a pupil of his or her own prescription products.

- (i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- (j) Unlawful possessed of, or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
- (k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
- (l) Knowingly received stolen school property or private property.
- (m) Possessed an imitation firearm. As used in this section, “imitation firearm” means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- (n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.
- (o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- (p) A pupil may not be suspended or expelled for any of the acts enumerated unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to school activity or attendance that occur at any time, including, but not limited to, any of the following:
 - 1. While on school grounds.
 - 2. While going to or coming from school.
 - 3. During the lunch period whether on or off the campus.
 - 4. During, or while going to or coming from, a school sponsored activity.

- (q) It is the intent of the Legislature that alternatives to suspensions or expulsion be imposed against any pupil who is truant, tardy, or otherwise absent from school activities.

(Amended by Stats.1994, c. 1198 (A.B.2543), § 5' Stats.1995, c. 972 (S.B.996), § 6; Stats.1996, c. 915 (A.B.692, § 1; Stats.1997, c. 637 (A.B.412), § 1.)

EDUCATION CODE SECTION 48900.2
Additional Grounds for Suspension or Expulsion;
Sexual Harassment

In addition to the reasons specified in Section 48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5.

For the purposes of this chapter, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive. (Added by Stats.1992, c. 909 (S.B.1930), § 2.)

EDUCATION CODE SECTION 48900.3
Hate Violence

In addition to the reasons specified in Sections 48900 and 48900.2, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Section 233. (Added by Stats.1994, c. 1198 (A.B.2543), § 6. Amended by Stats.1999, c. 646 (A.B. 1600), § 25.)

EDUCATION CODE SECTION 48900.4
Additional Grounds for Suspension or Expulsion;
Harassment, Threats, or Intimidation

In addition to the grounds specified in Sections 48900 and 48900.2, a pupil enrolled in any grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and reasonable expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile educational environment. (Added by Stats.1994, c. 1017 (A.B.2752), § 1.)

EDUCATION CODE SECTION 48900.7
Additional Grounds for Suspension or Expulsion;
Terroristic Threats Against School Officials,
School Property, or Both

(a) In addition to the reasons specified in Sections 48900, 48900.2, 48900.3, and 48900.4, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both.

(b) For the purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family. (Added by Stats.1997, c. 405 (A.B.307), § 1.)

APPENDIX F
MEMORANDA OF UNDERSTANDING
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Special Education
Article 10, Section 17

Special education teachers are to be scheduled for five periods by the beginning of November 4, 1991. When scheduling students for the fifth period assignment, compliance issues must be addressed. (1) RSP students are limited to two required* classes with a special education teacher. (*classes required for graduation: for example, English and Social Science or Social Science and Math; but not English, Social Science **and** Math.) (2) Every effort should be made to mainstream non-severely handicapped special day class students from one to three periods.

Both RSP and special day class students can either be spread out over the special education teachers' work day or be scheduled into an elective such as those listed below if so determined by the site special education department and administrator. Lists of assignments are to be submitted annually, or when changed, to the Regional Superintendent, in charge of Special Education.

POSSIBLE ELECTIVES:

- Scheduled consultation in regular education classes (Adams model)
- Curriculum Assistance (developed as an Adams elective to provide tutorial assistance in core curriculum)
- Study Skills
- Vocation Preparation (includes teaching on-site job skills)
- Life Centered Career Education (LCCE)
- Assessments and consultation - (one person elected or selected on site-- one period per day.) Complete assessments requested by SST and assist with transfer students
- Other (teacher suggestion - review with Director, Special Education)

Teachers may volunteer to teach SH one period during an SH teachers' conference period or teach a regular education class with mainstreamed students.

Hours of Employment

Article 10

The Union and District agree that high school teachers find it necessary from time to time to meet with parents and/or students after school. The reduction in the after-school duty requirement from 30 to 5 minutes is not intended to preclude the continuation of this practice when such meetings cannot be scheduled during the teacher's conference period.

Class Size

Article 12, Section 3

The Union and District agree that in many cases, compliance with the maximum class size provision of this Article can and will be achieved within the fifteen (15) school day period specified in Article 12, Section 3.

In those cases when it is not readily apparent if a school will need additional staff or when the actual number of necessary staff additions is uncertain, the District may wait for actual enrollment to materialize during the first school month.

Therefore, in such cases, compliance will not be achieved until the end of the first school month.

Safety

Article 19

The number of students who are allowed to utilize secondary school libraries during lunch periods must be held to a reasonable maximum.

Secondary school librarians may use their discretion in determining when safety conditions and supervising responsibilities warrant a limitation on the number of students in the library at any one time.

Such a limitation is subject to the concurrence of the principal, who shall not unreasonably withhold his/her agreement.

Employee Benefits

Article 25

The District and Union agree to continue studying cost containment measures for retiree health benefit programs.

Multi-Track Year-Round School Article 50

For the purposes of implementing and executing MTYRS, the following agreements are made in addition to Article 50:

1. **Sharing Classrooms**

- a. The District shall make every effort, within program, space and fiscal limitations, to ensure that teachers assigned to teach kindergartens do not share classrooms so that each kindergarten teacher is assigned to the same classroom for the entire school year.
- b. The parties agree that the rotation system shall be used for the 1993-94 school year. A roving system may be considered by mutual consent for subsequent years.

2. **Payroll**

All MTYRS teachers will be paid on the twelve-month pay cycle beginning with the July 31 warrant.

The parties agree that existing practices regarding payroll cycles will be continued for MTYRS teachers in 1993-94.

3. **School Mail**

Off-track teachers who wish to receive school mail shall address envelopes provided for this purpose by the District. The contents of the mailboxes for teachers who have requested mail will be mailed on a weekly basis during the off-track period.

APPENDIX G
2005-2006 Teachers' Calendar

**APPENDIX H
PHASED-IN-RETIREMENT
(PROGRAM CURRENTLY NOT AVAILABLE)**

In accordance with Education Code Sections 44922 and 22724, the West Contra Costa Unified School District will consider applications from certificated personnel for participation in a plan for Phased-In-Retirement.

Section 44922

Notwithstanding any other provision, the governing board of a school district may establish regulations which allow their certificated employees to reduce their workload from full-time to part-time duties.

Such regulations shall include, but shall not be limited to, the following, if such employees wish to reduce their workload and maintain retirement benefits pursuant to Section 22724.

- a. The employee must have reached the age of fifty-five (55) prior to reduction of workload.
- b. The employee must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediate preceding five (5) years were full-time employment.
- c. During the period immediately preceding a request for a reduction in workload, the employee shall have been employed full time in a position requiring certification for a total of at least five years without a break in service. For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement prescribed in this subdivision.
- d. The option of part-time employment must be exercised at the request of the employee and can be revoked only with the mutual consent of the employee and the employer.
- e. The employee shall be paid at a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.

- f. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his/her final year of service in a full-time position.
- g. This option is limited in pre-kindergarten through grade 12 to certificated employees who do not hold positions with salaries above that of a school principal.
- h. The period of this part-time employment shall not exceed five years for employees subject to Section 20815 of the Government Code or ten years for employees subject to Section 22724 of this code.
- i. The period of part-time employment of employees subject to Section 20815 of the Government Code shall not extend beyond the end of the school year during which the employee reaches his or her 70th birthday. The subdivision shall not apply to any employee subject to Section 22724 of this code.

Section 22724

Notwithstanding any other provisions of this chapter, a member employed on a part-time basis shall receive the service credit he/she would receive if he/she was employed on a full-time basis and have his/her retirement allowance, as well as any other benefits that he/she is entitled to under this chapter, based upon the salary that he/she would have received if employed on a full-time basis, if he/she and his/her employer both elect to contribute to the Teachers' Retirement Fund the amount that would have been contributed if the member was employed on a full-time basis. This section shall be applicable only to members who have met the criteria provided in Section 44922 of this code or Section 24215 of the Government Code and are not older than sixty-five (65) years and is limited to a period of five (5) years of such part-time status. The employer shall maintain the necessary records to separately identify each employee receiving credit pursuant to this section.

Employees wishing to be considered for participation in the plan must submit applications to the Personnel Office by January 1.

The District reserves the right to accept or reject any or all applications based on the criteria below:

- a. Best interests of the students and the educational program.
- b. Economic advantages to the District.
- c. Availability of replacement personnel.
- d. Advantages to the employee.

- e. Recommendations of principal and/or supervisor.
- f. Projected student enrollment and certificated needs.
- g. Type of certification.
- h. Length of participation time being requested.
- i. Seniority in the District.

Participants in the plan will be expected to sign an agreement to resign from the District at the conclusion of the agreed-upon time for participation. In cases of unusual and financially pressing circumstances, upon request of the employee and by mutual agreement, the agreement to resign may be revoked and the employee returned to full-time employment. For the purposes of the plan, a part-time assignment shall be a regular teaching assignment for one semester.

Mutually agreeable terms and conditions of participation in the plan shall be reduced to writing and signed by the employee and a representative of the District.

Teachers may be accompanied by a person or persons of their choice during discussions of their proposed part-time assignment programs.

For purposes of computing eligibility for the District's retired personnel health plan, each year of part-time employment under this program shall count as a full year of service.

**APPENDIX I
EARLY RETIREMENT
(PROGRAM CURRENTLY NOT AVAILABLE)**

A. Definition.

Early retirement is an incentive plan whereby an employee may retire early and have the opportunity to enter into an ancillary services contractual agreement with the School District.

B. Requirements.

The employee shall have reached fifty (50) years and have rendered a minimum of ten (10) years to the District. The employee in this program shall resign his/her position with the District and shall not return to regular employment with the District except under exceptional circumstances approved by the Board.

C. Length of Contract.

Contract for services shall be for a period of five (5) years.

A participant will serve thirty (30) days per fiscal year in services determined by the District.

Termination of the contract may be by mutual agreement, or by the District should there be a failure in performance of required services.

D. Compensation.

A participant approved for this program shall be eligible for the following benefits:

1. A contract for a period of five (5) years.
2. Thirty (30) days per year at activities determined by the District at a compensation rate that is equivalent to the number of days of service times the per diem rate of the last year of service with the District. Per diem pay is calculated by dividing the annual salary by the number of days of required service to the District.
3. The District will pay the premiums for fringe benefits.
4. The benefits listed in 2 and 3 shall change each year at an amount equivalent to the change in salaries and fringe benefits granted full-time employees of the same consideration.

E. Request Procedure.

The employee shall file an application with the Personnel Office.

Application shall be subject to Board approval.

F. Services to the District.

Services performed may include but not be limited to the following:

1. Demonstration teaching
2. Staff development in-service program
3. Assisting in the testing program
4. Substitute teaching
5. Individualized instruction
6. Orientation of new teachers
7. Evaluation of learning materials
8. Community/school projects
9. Updating and revision of District publications (policies, regulations, handbooks, etc.)
10. Conducting research projects
11. Curriculum development
12. Developing a voluntary aide program

G. Services may not include those normally performed by regularly employed unit members.

APPENDIX J

Evaluation Options

