

AGREEMENT
BETWEEN THE
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT



AND THE
UNITED TEACHERS OF RICHMOND



RICHMOND, CALIFORNIA

EFFECTIVE JULY 1, 2022 TO JUNE 30, 2025

**UNITED TEACHERS OF RICHMOND, CTA/NEA
EXECUTIVE BOARD**

John Zabala	President
Francisco Ortiz	Vice President
Tara Fay	Secretary
Asedo Wilson.....	Treasurer
Gabrielle Micheletti	Elementary Director
Joseph Glatzer	Middle School Director
Cristina Huerta	Secondary Director
Colleen Ballantine.....	Special Services Director
Jennifer Phan.....	Area I Director
Mike Rossi	Area II Director
Helen Kang.....	Area III Director
Mitzi Perez-Caro	State Council Representative
Raka Ray	State Council Representative
Asedo Wilson.....	State Council Representative
Eric Swabeck	State Council Representative
Angela Normand	CTA Director

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

SUPERINTENDENT OF SCHOOLS

Kenneth C. Hurst Sr., Ed.D.

BOARD OF EDUCATION

Demetrio Gonzalez Hoy.....	President
Jamela Smith-Folds.....	Clerk
Minster Phillips	Member
Otheree Christian	Member
Leslie Reckler.....	Member

WCCUSD NEGOTIATING TEAM

Conrad Tanasychuk.....Chief Negotiator
Dr. Robert McEntireNegotiator
Dr. Sylvia GreenwoodNegotiator
Sonja Neely Johnson.....Negotiator
Gabriel Chilcott.....Negotiator
Summerlynn SiglerNegotiator
Dr. Keisha Prier.....Negotiator
LaShante Smith.....Negotiator

UTR NEGOTIATING TEAM

Mark Mitchell..... CTA Director
Mark Moran Chairperson
Colleen Ballantine.....Negotiator
Gig JenkinsNegotiator
Lisa Reynolds.....Negotiator
Dang FamorcanNegotiator
Michael JohnstonNegotiator
Angela JohnsonNegotiator
Krista Jann.....Negotiator
Richelle Milford.....Negotiator
Jesus GalindoNegotiator

TABLE OF CONTENTS

	Page
UNITED TEACHERS OF RICHMOND, CTA/NEA	I
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT	I
WCCUSD NEGOTIATING TEAM	II
UTR NEGOTIATING TEAM	II
ARTICLE 1 - AGREEMENT	1
ARTICLE 2 - DEFINITIONS	1
ARTICLE 3 - SUCCESSOR AGREEMENT	2
ARTICLE 4 - RECOGNITION	3
ARTICLE 5 - SCOPE OF REPRESENTATION.....	3
ARTICLE 6 - MANAGEMENT RIGHTS	3
ARTICLE 7 - UNION RIGHTS	4
ARTICLE 8 - ORGANIZATIONAL SECURITY.....	5
ARTICLE 9 - DISCIPLINARY ACTION.....	6
ARTICLE 10 - HOURS OF EMPLOYMENT AND DUTY ASSIGNMENT	7
ARTICLE 11 - ADJUNCT (NON-INSTRUCTIONAL) DUTIES.....	12
ARTICLE 12 - CLASS SIZE.....	13
ARTICLE 13 - LEAVES	17
ARTICLE 14 - TRANSFERS AND REASSIGNMENTS.....	28
ARTICLE 15 - EVALUATIONS	34
ARTICLE 16 - GRIEVANCE PROCEDURE.....	39
ARTICLE 17 - PARENT COMPLAINT PROCEDURE	42
ARTICLE 18 - PERSONNEL FILES	43
ARTICLE 19 - SAFETY.....	44
ARTICLE 20 - UNIT MEMBER TRAVEL AND MAIL EXPENSES.....	48
ARTICLE 21 - PHYSICAL EXAMINATION.....	49
ARTICLE 22 - SCHOOL CALENDAR.....	49
ARTICLE 23 - SALARY.....	54
ARTICLE 24 - EXTRA DUTY PAY	59
ARTICLE 25 - EMPLOYEE BENEFITS.....	59
ARTICLE 26 - SPECIALLY FUNDED TEACHERS.....	62

ARTICLE 27 - SUBSTITUTE TEACHING	63
ARTICLE 28 - PART-TIME TEACHING AND JOB-SHARING	64
ARTICLE 29 - SPECIAL SERVICES SUPPORT PERSONNEL	66
ARTICLE 30 - SUBCONTRACTING	67
ARTICLE 31 - ITINERANT TEACHERS.....	67
ARTICLE 32 - TEMPORARY TEACHERS.....	67
ARTICLE 33 - CONSULTATION.....	67
ARTICLE 36 - SUMMER SCHOOL	68
ARTICLE 37 - CONTINUITY OF SERVICE	68
ARTICLE 38 - EFFECT OF AGREEMENT.....	69
ARTICLE 39 - HARASSMENT.....	69
ARTICLE 40 - NON-DISCRIMINATION.....	70
ARTICLE 41 - SAVINGS CLAUSE.....	70
ARTICLE 42 - MISCELLANEOUS PROVISIONS	70
ARTICLE 43 - PHASED-IN-RETIREMENT	71
ARTICLE 44 - EARLY RETIREMENT	71
ARTICLE 45 - PROMOTIONS.....	72
ARTICLE 46 - STAFF DEVELOPMENT	72
ARTICLE 47 - SHARED DECISION-MAKING	74
ARTICLE 48 - ACADEMIC FREEDOM	78
ARTICLE 49 - RESTRUCTURING.....	78
ARTICLE 51 - TEACHER SUPPORT AND ASSISTANCE PROGRAM (TSAP)	78
ARTICLE 52 - SPECIAL EDUCATION	85
ARTICLE 53 - COMMUNITY SCHOOLS.....	93
SALARY SCHEDULES.....	99
APPENDIX A: SCHEDULE UTR 8, UCAM	99
TEACHERS, LIBRARIANS.....	99
APPENDIX B: UTR NS & P.....	106
NURSES, SPEECH AND LANGUAGE PATHOLOGISTS & PSYCHOLOGISTS	106
APPENDIX C: SCHEDULE 6, CPS6.....	109
COUNSELORS, PROGRAM AND PROJECT ASSISTANTS, PROGRAM SPECIALISTS	109
APPENDIX D: TEACHER EXTRA-DUTY PAY SCHEDULE	116
APPENDIX E - SUSPENSIONS LIMITED TO SECTION 48900 (ED. CODE) SUSPENSION FROM CLASSROOM FORM	118
APPENDIX G - DISTRICTS' CALENDAR.....	121
APPENDIX H - PHASED-IN-RETIREMENT	125

APPENDIX I - EARLY RETIREMENT..... 129

APPENDIX J - EVALUATION PACKET (CURRENTLY UNDER REVIEW) 132

APPENDIX K - WCCUSD SELF-DIRECTED LEARNING DAYS, COLLABORATION AND PD
DOCUMENTATION REQUIREMENTS..... 133

APPENDIX L -GRIEVANCE FORM 145

APPENDIX M - SAFETY COMPLAINT FORM (CURRENTLY UNDER REVIEW) 148

INDEX 149

**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, 2022 to June 30, 2025. New items, except as otherwise designated, will be effective upon ratification.

The parties agree to the following reopeners:

- A. For the 2024-25 school year, the parties agree to reopen Article 23, Section 1: Salary and Article 25, Section 1: Benefits.
- B. For the 2024-25 school year, both parties agree to negotiate one Article selected by UTR and one Article selected by WCCUSD.

**ARTICLE 2
DEFINITIONS**

Section 1. Unless otherwise specified in this Agreement, the term “teacher” and/or “educator” 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/Modified Day.

1. A “modified day” refers to a day when students have a shortened instructional day, but shall require educators to work their regular schedule.
2. A "minimum day" refers to a day when both the students and educators have a shortened day. On such days an educator’s work day shall terminate at the end of the “Teacher Instructional Day” as described in Section 5 below. On minimum days, the workday for educators who are not classroom teachers shall terminate at the end of the Teacher Instructional Day at their site.

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, sibling and step-parents. For the purpose of bereavement and family illness leave, immediate family shall also include domestic partners who are registered in the Human Resources Office.

Section 7. Definition – the term ‘day’ shall refer to a member workday which is defined as a day that a bargaining unit member is to be present at work based on the contractual calendar and contracted number of days for the calendar.

Section 8. Definition – the term “aide” shall refer to a paraprofessional.

**ARTICLE 3
SUCCESSOR AGREEMENT**

Section 1. Not later than November 30 of the calendar year before 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 eight (8) representatives who shall receive a reasonable amount of release time, without loss of compensation, to participate in the negotiations process.

**ARTICLE 4
RECOGNITION**

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**

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**

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, layoff, 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

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 work site mailboxes for communications with bargaining unit members.

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 bargaining unit members.

Section 4. The Union shall have the right of access to areas in which employees work at times that do not interfere with work done by bargaining unit members.

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. The West Contra Costa Unified School District shall cover the full cost of a temporary educator. 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.

4. The President shall be entitled to return to the same position that he/she held immediately before commencement of the leave. Per Article 13.21.5, the right to return to the same position shall be effective for a two-year leave. Should the president serve an additional term, that will be considered a new two-year, with the same rights. Should the president's previous position be eliminated, the president will then participate in the transfer rounds to obtain a new position.

Section 6. Names, mailing addresses, email addresses, work locations, and telephone numbers of all bargaining unit members, shall be provided as an electronic spreadsheet without cost to the Union no later than November 1 of each school year.

Information on bargaining unit members hired after November 1 shall be provided within 30 days of their hire date.

Section 7. The Union shall be meaningfully involved in the selection of bargaining unit members' 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

Section 1. Any educator who is a member of the United Teachers of Richmond, CTA/NEA, or who has applied for membership, shall have any unified membership dues, initiation fees and general assessments in the Union deducted from their paycheck. Such authorization shall continue in effect for the duration of the Agreement. Pursuant to such authorization, the District shall deduct one-eleventh (1/11th), or one-twelfth (1/12th), depending upon the number of paychecks received. Deductions for unit members who join the union after the commencement of the school year shall be appropriately prorated to complete the dues and payment by the end of the school year.

Section 2. With respect to all sums deducted by the District pursuant to authorization of the employee, for membership dues, 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 3. The Union agrees to furnish any information needed by the District to fulfill the provisions of this Article.

Section 4. 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 5. Indemnification: The Union agrees to indemnify the District in accordance with the requirements and limitations of Education Code 45060 (e).

ARTICLE 9 DISCIPLINARY ACTION

Section 1. Disciplinary action is defined as:

- Verbal Warning – an informal conversation between the supervisor and the employee;
- Verbal Reprimand – a formal conversation between the supervisor and the employee. A summary may be emailed to the employee. It shall not be placed in the personnel file;
- Written Reprimand – a formal reprimand that is signed by the employee and is placed in the personnel file;
- Suspension;
- Demotion; and
- Dismissal.

Suspension without pay shall be limited to a maximum of fifteen (15) days.

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. “Teacher Instructional Day” shall mean the student instructional day and teacher preparation period as defined Article 2, Section 5.

1. Elementary and middle school classroom 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. In accordance with Education Code Section 46148 the first instructional period offered to all students at the middle school level shall not begin prior to 8:00 a.m.
2. The workday for PreK classroom teachers is the same as their instructional day, with the exception of faculty meetings or adjunct duty assignments as per this Agreement.
3. High school classroom 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 middle school requirements shall apply to high school schedules. In accordance with Education Code Section 46148 the first instructional period offered to all students at the high school level shall not begin prior to 8:30 a.m.
4. Elementary/middle school classroom teachers who engage in activities at 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.
5. The Union and District agree that high school classroom 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.

Section 2. The instructional day for middle school classroom 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 or modified 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 classroom 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 or modified days).

Section 4. Secondary classroom 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 classroom 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 an educator's regular contract and shall be processed by electronic 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 educator's regular rate of pay, prorated. There shall be no more than four (4) such assignments at each secondary school per credential area. 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 educator 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 their regular assignment. Compensation shall be at the educator's regular rate of pay, prorated.
6. Regular and Special Education: Notwithstanding Sub-Section 6.2 bargaining unit members who attend mandated meetings, such as IEP meetings, due process hearings, expulsion hearings, as well as Section 504 meetings, et cetera, shall be compensated at the hourly rate for meetings that occur outside of their regular work day and for making up preparation time that was missed in order to attend the meeting. Members who attend SST meetings shall be compensated at the hourly 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. The following conditions shall be implemented for all elementary schools.
2. Instructional time for classroom teachers in PreK shall not exceed 1620 minutes per week. At least 180 minutes per week of preparation time shall be provided for a total of 1800 minutes. General education PreK teachers are not required to perform collaboration as defined in Article 22.
3. Instructional and preparation time for classroom teachers in PreK SCC shall not exceed 1380 minutes of instruction per week. At least 420 minutes per week of preparation time shall be provided with 90 minutes dedicated to collaboration every other week. This collaboration shall be planned according to Article 46, Section 2.
4. Instructional time for teachers in TK-K shall not exceed 1,240 minutes per week. At least 275 minutes per week shall be provided with 100 minutes designated as preparation time and the remaining for mutually-agreed upon collaboration.
5. Instructional time for teachers in grades 1-3 shall not exceed 1,415 minutes per week. 100 minutes per week of preparation time shall be provided.
6. Instructional time for teachers in grades 4-8 in an elementary school or K-8 shall not exceed 1,415 minutes per week. 100 minutes per week of preparation time shall be provided.
 - a. Specialty prep teachers will be provided for the grades noted above.
 - b. The district shall provide materials, resources and training for specialty teachers that include, but is not limited to art, music, computer training, and P.E.
 - c. The district is committed to ongoing training for teachers providing specialty prep.

7. Time schedules and the distribution of preparation time shall be as mutually agreed upon by the parties.
8. Preparation time in elementary schools shall be used exclusively for preparation, planning, and conferencing. If a teacher misses their preparation time because of the need to supervise students, the absence of the preparation teacher, or any similar reason, they shall be compensated as described in Article 23, Section 2.4.

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.

Section 10. In non-traditional 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. Any teacher exceeding this limit for the duration of the assignment for the current school year or semester, shall be placed on the UTR8+3.5 salary schedule for that time period.

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.

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 educator's normal workday.

- a. Work hours for Speech and Language Therapist/School Psychologists/Nurses shall be seven and one-half (7.5) hours including a 30-minute duty-free lunch. Start and end time shall be mutually agreed upon by SELPA Director and employees.
- b. Work hours for Counselors and Project Assistants, Program Assistants and other classifications on the UTR6 Salary Schedule shall be 6.5 hours. These members shall be able to flex their daily start and end time upon mutual agreement with site administration in order to support the needs of their site.
- c. Preparation teachers shall have the same start/end time as classroom teachers at a site unless other arrangements are mutually agreed upon with the administrator at the site.

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.
2. The final ten (10) minutes of each faculty meeting shall be reserved for Union business, attended only by bargaining unit members.

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 educator, by providing compensatory time off.
3. Teachers shall be notified at least one (1) week in advance of such meetings, whenever possible.

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

Section 17. No teacher shall 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 their child's class, provided the teacher has been notified 24 hours prior to the visit. Parents who are a disruption to the learning environment will not be allowed to visit the classroom. Such visits may take place on less than 24 hours' notice by mutual agreement of the parent and the teacher. Length of parental visit may be extended at the teacher's discretion.

1. 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.
2. Site administrators may make routine visits to classrooms. Administrators are expected to follow best practice by giving reasonable notice regarding practices they seek to observe.

ARTICLE 11
ADJUNCT (NON-INSTRUCTIONAL) DUTIES

Section 1. Adjunct duties are ongoing or specific activities of the school site in direct support of the curricular and co-curricular activities, as well as, site service related activities. Adjunct duties are a required part of the professional responsibilities and generally occurred outside of the instructional day. 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. The site administrator shall share a list of adjunct duties with staff so that they can select their adjunct duties. The systems shall include the following properties:
 - a. Duties shall be assigned a point value (from 1 to 3) determined through collaboration and based on the time required.
 - b. Sites shall devise a round-robin or other system that ensures all members have equitable access to choose of duties.
 - c. No member shall be required to accept duties worth more than a total of 3 points.
 - d. The District shall work with the Union to create a uniform list of adjunct duties for elementary and secondary schools. Sites have flexibility to adjust the district list to meet their specific site-based needs.

Adjunct duties often take place at school events and activities. These duties do not replace work assignments for extra pay.

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 measures 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.
7. By September 15, the district will provide UTR with a list of adjunct duties anticipated at each school site of the school year.

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.

Section 3. UTR/CTA/NEA Faculty Site Representatives require added responsibilities beyond the workday. The assignment is an adjunct duty. Site Representative duties shall take precedence over any other adjunct duties when they are in conflict.

ARTICLE 12 CLASS SIZE

Section 1.

Beginning July 1, 2021, the District shall not exceed the maximum elementary school class sizes as listed below:

Grades TK-3	per site average of 22, maximum of 23
Grades 4-6	per site average of 30, maximum of 31
Grades 6-8 in a K-8 school	per site average of 30, maximum of 31

Beginning June 30, 2022, the District shall not exceed the maximum elementary school class sizes as listed below:

Preschool	24
Grades TK-3	22
Grades 4-6	30
Grades 6-8 in a K-8 school	30

1. The District will make a reasonable effort (in 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.
 - b. There shall be no TK/K combination classes for General Education unless the site has chosen TK/K as the model for UPK expansion. A TK/K combination is an approved and sometimes desirable model to use in TK expansion.
 - c. Teachers of combination classes shall receive the agreed upon stipend as defined in Article 23, Section 1. These positions shall first be filled by volunteers. In the event more than

one equally-qualified bargaining unit member at the site may be available for this assignment, seniority shall prevail. If there are no volunteers, combination classes shall be rotated among teachers for each grade span (K-3 and 4-6) based on the previous year's assignment.

2. In addition, regarding K-1 combination the following alternatives shall be explored and implemented if at all possible:
 - a. Freezing of class size in accordance with Section 1 and transferring other Kindergarten students.
 - b. Notwithstanding the provisions of this Section, no K-1 class shall be formed unless at least six students from each grade level are assigned.
3. In decreasing class size, it is the intent of the parties to not displace resident students. To this end, if a resident student enrolls in a site and the teacher agrees to maintain a class size above the maximum listed above, that teacher shall receive an increased salary for that school year.
 - a. If a resident student enrolling would need to be displaced due to class size caps a teacher who voluntarily goes above the cap listed above shall be placed on the UTR8+3.5 salary schedule for the remainder of the school year. Additional students shall be distributed equitably, and shall be limited to a maximum of three (3) students per educator. The teacher's consent must be obtained for each additional student added to the class. In the event more than one equally qualified bargaining unit member at the site may be available for this assignment, seniority shall prevail.
 - b. A union representative of the member's choosing shall be consulted.
 - c. The form, jointly created by the Union and District, will be signed off by the Principal, Teacher, and Site Union Representative.

Section 2. Secondary Class Size Grades 6 (where departmentalized)-12

1. Beginning July 1, 2021, the following class size maximums will be in effect:

Math, Social Science, Science, English, and ELD	36
PE	52
Other secondary classes (except Music, see section 5)	37

- Beginning June 30, 2022, the following class size maximums will be in effect:

Math, Social Science, Science, English, CTE and ELD	35
PE	51

Dance (minimum spacing of 6 ft radius/student up to 51 students per class)

Other secondary classes (except Music, see section 5) 36

Class size maximums may be waived at an individual teacher's discretion subject to the following limitations:

- a. The relevant department chair shall be consulted.
 - b. The form jointly created by the Union and District will be signed off by the Principal, Teacher, and Site Union Representative of the member's choosing.
 - c. If a secondary teacher voluntarily takes additional students under the conditions described below, the teacher shall be placed on the UTR8+3.5 salary schedule for the remainder of the school year.
 - i. Up to three (3) students above their maximum class size in an individual section.
 - ii. Up to five (5) students beyond their total student contacts.
 - iii. When a teacher volunteers to take additional students, they have consented to take up to two (2) additional students in total as defined in (I) and (ii). The teacher's consent must be obtained for each additional student beyond that. The limits in (i) and (ii) shall not be exceeded.
2. Beginning July 1, 2021, the class size shall be 24 for alternative education programs and continuation schools. Beginning June 30, 2022, the class size shall be 23 for alternative education programs and continuation schools.
 3. There shall be a committee at each secondary school site, consisting of two (2) district representatives and a minimum of two (2) association representatives selected by site members to study the entire class size issue at that site. The committee will be convened by the site principal prior to April 15 to review class size for the following school year, and prior to December 15 to review class size for the beginning of the spring semester.

The Class Size Staffing Committee is charged and empowered to review all projections, programs, student enrollment, and relevant information for the following school semester to ensure that the staffing of the school site and the master schedule for the following semester is in compliance with the bargaining unit agreement.

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. If a day-to-day substitute cannot be provided to maintain class size maximums, teachers shall be compensated \$45 per day for overages up to 7 students per classroom or section.

- a. 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.
- b. 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.
- c. Therefore, in such cases, compliance will not be achieved until the 23rd day of school.

Section 4.

1. School Counselors shall be assigned on the basis of the estimated enrollment divided by 338 for all schools. For K-8 schools this ratio shall be calculated using the number of students enrolled in 7th and 8th grade. Additional counselor time shall be allocated when this ratio is exceeded. This section shall remain in effect for as long as the community parcel tax is in effect.
 - a. Counselors who voluntarily take on a caseload ratio that exceeds the school-level maximums listed above shall be placed on the UTR6+3.5 salary schedule for the remainder of the school year.
 - b. A union representative of the member's choosing shall be consulted.
 - c. The form, jointly created by the Union and District, will be signed off by the Principal, Teacher, and Site Union Representative.
2. College and Career Counselors: Each comprehensive high school shall have a dedicated College and Career Counselor that is not included within the ratios above. One College and Career Counselor shall be assigned to Greenwood Academy/Gateway, with a second position shared among Vista, Virtual Academy, and Middle College.

Section 5. Music teachers are assigned a total of 180 students rather than per-class maximum in order to allow for large classes such as marching band and small classes such as jazz band or advanced choir. Secondary music teachers who voluntarily choose to take additional students above this total shall be placed on the UTR8+3.5 salary schedule for the remainder of the school year.

Section 6. 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 7. Each middle school shall have one (1) full-time librarian, and each high school shall have one (1) full-time librarian. (Regardless of staffing levels, each librarian will be paired with an instructional literacy assistant). This section shall remain in effect for as long as parcel tax measures are 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 8. 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 parcel tax measures are 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 9. 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 work space. This provision shall also apply to teachers' lounges/work rooms and school libraries.

Section 10. 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 11. When article 12 is opened for negotiations, Article 52, Section 3 (Special Education: Class Size) will also be opened for negotiations.

ARTICLE 13 LEAVES

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 unit member 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.

2. For the purpose of bereavement leave immediate family is defined as: mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, spouse, sibling, brother, brother-in-law, sister, sister-in-law, grandparent, great grandparent, grandchild, step-children, step-parents, foster parent, aunt, uncle, niece and nephew, cousin or any relative living in the immediate household of the employee. For the purpose of bereavement and family illness leave, immediate family shall also include domestic partners who are registered in the Human Resources Office.

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. 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 one's immediate supervisor and the Human Resources Department.
2. When unit members 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. Unit members who receive a Summons for Jury Duty shall be allowed full salary on the specific date designated on the Summons as long as the absence is reported through Sub-Finder and a copy of Summons is presented to one's immediate supervisor within five days of absence.
4. Unit members who are selected to serve on a jury shall do so with full salary as long as proof from the court is provided to one's immediate supervisor within five (5) days of service. While serving as a juror, the unit member shall continue to report his or her absence in sub-finder and to his or her immediate supervisor. The unit member is not required to turn over juror's pay to the District.

Section 4. Extended Illness Leave.

1. If a unit member 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.
2. A unit member may receive only one five month period per illness or injury and per school year, regardless of the reasons for the leave. This leave does not accumulate.
3. Use of extended illness must be verified by a licensed physician.
4. A member who is utilizing extended illness leave shall use the sub-finder to secure a substitute for the full number of days of leave days authorized by his or her licensed physician. The purpose of this is to be better able to secure classroom coverage in the unit member's absence. For example,

if the unit member has a doctor's note taking her/him off of work for three weeks, (s)he shall call in the absence for three weeks which is consistent with the unit member's knowledge and/or physician's note.

5. This leave will run concurrently with state and federal family leave and pregnancy disability laws, as applicable.

Section 5. Extended Personal Leave.

1. Upon request of the employee, and at the discretion of the District, the District may grant a one-time unpaid leave for one (1) semester or one (1) year.
2. This leave will run concurrently with state and federal family leave and pregnancy disability laws, as applicable.

Section 6. Family Emergency 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 unpaid leave of absence for reasons of health, recuperation or injury. Extended leave may be granted one time for a maximum of one 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.
4. This leave will run concurrently with state and federal family leave and pregnancy disability laws, as applicable.

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 a total of sixty (60) days per injury or illness, 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, no matter the amount of time out in one day and if authorized as industrial leave per Human Resources.
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. The leave will run concurrently with state and federal family leave and pregnancy disability laws, as applicable.

Section 9. Isolation and Quarantine. No salary or sick leave deduction is made for absence due to a contagious disease, and upon medical verification from the County Health Department, 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 as outlined by Federal or State Government or California Department of Public Health. If a physician provides a written order for a greater isolation or quarantine period than outlined by government entities, the employee shall apply for workers' compensation benefits or utilize other accrued leave benefits outlined in the collective bargaining agreement.

Section 10. In-Service Leave. Upon prior approval, each unit member 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. Family and Medical Leaves.

A. Serious Medical Condition Leave – Unit Member.

1. Intent: To make contract language consistent with federal and state laws governing medical, pregnancy and family leave laws including but not limited to the federal Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA) and California Pregnancy Disability Leave (PDL) statutes. Any changes in the law shall supersede the leave language in this contract.
2. Calculation: Members may take up to twelve (12) work weeks of unpaid family care in a rolling twelve (12) month period, which shall be counted backward from the date family leave is taken due to his or her own serious medical condition or serious medical condition of a family member.
3. Benefits: Members will be entitled to health benefits in the same manner as if working.
4. Eligibility: To qualify for this leave, the employee must have:
 - a. Been employed with the District for at least twelve (12) months;
 - b. Actually, worked one thousand two hundred and fifty (1250) hours during the twelve (12) month period immediately prior to commencement of the leave;
 - c. Provided notice to their immediate supervisor and the Human Resources Department at least thirty (30) days in advance, if such leave is foreseeable; and
 - d. Provided Human Resources with a WCCUSD Medical Verification setting forth the reason, timing, duration and medical restrictions pertaining to such leave, etc.
5. Members who qualify for this leave must use all available paid leaves while on FMLA.
6. This leave will run concurrently with all applicable state and family medical leave laws, i.e. including but not limited to FMLA, CFRA and/or Pregnancy Disability Leave.
7. Any changes in the law shall supersede the leaves language within this agreement.

B. Child Care Leave/Baby Bonding.

1. Calculation: Members may take up to twelve (12) work weeks of unpaid family care leave in any twelve (12) month period, which shall be counted backward from the date family leave is taken to care for a newborn child or placement of a child for adoption or foster care.
2. Benefits: Members will be entitled to health benefits in the same manner as if working.
3. Eligibility: To qualify for this leave, the member must have:
 - a. Been employed with the District for at least twelve (12) months;
 - b. Actually, worked one thousand two hundred and fifty (1250) hours during the twelve (12) month period immediately prior to commencement of the leave;
 - c. A newly born, adopted or foster child placement;
 - d. Provided notice to their immediate supervisor and the Human Resources Department at least 30 days in advance, if such leave is foreseeable; and
 - e. Provided Human Resources with a WCCUSD Parental Leave Verification.
4. Such leave must be taken within one year of the birth, adoption or placement. This leave may be used all at once or in separate 2-week blocks.
5. This leave will run concurrently with all applicable state and family medical leave laws, i.e., including but not limited to FMLA and/or CFRA.

C. Enhanced CFRA Leave.

1. Beginning July 1, 2018, for each year of service to the District completed, a prospective parent shall earn one (1) calendar week of enhanced CFRA up to a maximum of three (3) weeks. This leave is fully paid and may be utilized at the commencement of any adoption, birth of a newborn, or foster of a child age 0-3 years for up to a maximum of three (3) weeks per calendar year.
2. The two weeks must be continuous, cannot be used intermittently and are not applicable during break or non-work time.
3. The enhanced CFRA is used as a “bank”. As a member uses this leave, it is taken out of their bank. A member may keep earning one week per every year of service, but may only utilize three (3) weeks at a time with each child. This leave is not transferable to another member.

4. If the employee has earned less than three (3) weeks of enhanced CFRA, they may utilize their accumulated sick leave for the balance of the three (3) calendar week period.

D. Family Care Leave.

1. Intent: To make contract language consistent with federal and state laws governing medical and family leave laws. Any changes in the laws shall supersede the leave language in this contract.
2. Application: Members may take up to twelve (12) work weeks of unpaid family care in any twelve (12) month period, which shall be counted backward from the date family leave is taken to care for a child under age eighteen (18) or over eighteen (18) and incapable of self-care due to disability; parent; spouse; or domestic partner registered with the State of California, with a serious health condition.
3. Benefits: Members will be entitled to health benefits in the same manner as if working.
4. Eligibility: To qualify for this leave, the member must have:
 - a. Been employed with the District for at least twelve (12) months;
 - b. Actually, worked one thousand two hundred and fifty (1250) hours during the twelve (12) month period immediately prior to commencement of the leave;
 - c. Have a family member with a “serious” medical condition;
 - d. Provided notice to their immediate supervisor and Human Resources at least thirty (30) days in advance, if such leave is foreseeable; and
 - e. Provided Human Resources with a WCCUSD Medical Verification setting forth the reason, timing and duration of such leave, etc.
5. This leave will run concurrently with all applicable state and family medical leave laws, i.e., including but not limited to FMLA and/or CFRA.

E. Pregnancy Disability Leave.

1. Intent: To make contract language consistent with federal and state laws governing medical and pregnancy leave laws. Any changes in the law shall supersede the leave language in this contract.
2. Eligibility: This leave is available to members immediately if disabled due to pregnancy, childbirth or related medical condition and the member has:

- a. Provided notice to their immediate supervisor and Human Resources at least thirty (30) days in advance, if such leave is foreseeable; and
 - b. Provided Human Resources with a WCCUSD Medical Leave Verification.
3. Duration: Members may take up to four months per pregnancy of unpaid leave while disabled by pregnancy, childbirth or related medical condition. This leave may be taken all at once or intermittently.
 4. Benefits: Members will be entitled to health benefits in the same manner as if working.
 5. The District shall not discriminate against a member because of pregnancy.
 6. This leave will run concurrently with all applicable state and family medical leave laws which specifically, excludes CFRA.
 7. Upon request unit members, returning from Pregnancy Disability Leave will be provided a lactation room that is a place other than a bathroom that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. These members will be provided a reasonable amount of break time as needed by the nursing mother, which shall, if possible, run concurrently with any break time already provided to the employee.

Section 13 Child Care Leave.

1. Child Care Leave. Upon request, the Board shall provide a male or female unit member 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. This unpaid leave shall be available for up to one year. A unit member shall notify Human Resources 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 Human Resources for information.).
2. Non-birthing Parent Leave: Non-birthing parent shall be entitled to three (3) days with pay and may utilize personal necessity leave.

Section 14. 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 Human Resources. Absences for personal reasons shall be at full salary deduction.

Section 15. Military Leave. Such leave shall be granted pursuant to provisions of the Education Code and federal leave statutes. This leave will run concurrently with state and federal leave laws, as applicable.

Section 16. Personal Necessity Leave.

1. Absence for personal necessity is defined as “absence which through pressure of circumstance is logically urgent or unavoidable.” This definition includes the ability for employees to access this leave for the purposes of mental health. Employees must secure advance approval for personal necessity leave taken Monday, Fridays, and during the first and last weeks of school and on days which would extend vacation periods.
2. However, the employee shall not be required to secure advance permission for leave taken for any of the following reasons:
 - a. Death or serious illness of a member of his or her immediate family.
 - b. Accident, involving his or her person or property of a member of his or her immediate family.
3. A maximum of seven (7) days of accumulated sickness or injury leave in any school year may be used by the employee as long as the unit member has sick leave available.
4. The leave will run concurrently with state and federal family leave and pregnancy disability laws, as applicable.

Section 17. 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 Human Resources 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 18. Formal Study 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 up to two (2) Formal Study Leaves annually.

- a. Applications for formal study leaves shall be submitted to the Human Resources 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 formal study leave. In cases of prior formal study leave having been granted, the employee with the most years of service since last formal study shall have priority.
 - c. Applications for single-semester formal study leaves will be considered on the same basis as those for full year. Employees having used a half-year formal study 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. **General Regulations.**
- a. **Compensation.** While upon formal study 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.
 - b. **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.
 - c. **Status.** A year of formal study 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.
 - d. **Terms of Payment.** Salary for a certificated employee on formal study leave may be paid in one of the following manners:
 - (1) Salary for formal study 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 formal study 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 formal study 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 formal study leave, or in the event said employee fails satisfactorily to carry out the program of study, approved by the Assistant Superintendent, Human Resources, 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 19. Sick Leave. Every full-time teacher employed five (5) days per week shall be entitled to eleven (11) 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 unit member shall receive a sick leave allotment credit, equal to his/her sick leave entitlement for the school year. A unit member may use his/her credited sick leave at any time during the school year.
3. The District shall include sick leave statements on pay stubs.
4. Part-time employees, or those employed longer than the regular unit member work year, shall be allowed sick leave on a pro rata basis.
5. Personal illness of more than seven (7) school days duration shall be verified by a certificate from a licensed physician. Such certificate shall be forwarded to the Human Resources Department. Upon request of the administration, personal illness of five (5) school days shall be so verified.

Section 20. Study Leave.

1. A leave without pay for study purposes may be granted to tenured unit members 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 formal study leave and shall not count as one of the seven (7) years of service required for the granting of a formal study leave. There must be a minimum of a two-year interval between a study leave and a formal study leave.

4. A study plan shall be submitted in advance to the Human Resources Office for approval by the Assistant Superintendent for Human Resources.
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 21. Miscellaneous Provisions.

1. Unit members on unpaid leave shall not receive credit for annual salary increments. Unit members on paid leave shall not receive credit for annual salary increment except as specifically noted in this agreement.
2. Unit members 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. Unit members on paid or unpaid leave of absence are to notify the Human Resources 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 unit member 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.

**ARTICLE 14
TRANSFERS AND REASSIGNMENTS**

Section 1. Definitions of Transfer and Transfer Seniority Date.

1. "Transfer" is defined as the movement of an educator 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 permanent educator 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 will be advertised for transfer in the subsequent school year if the position still exists.
2. Bargaining Unit members with a Notice of Unprofessional Conduct, Does Not Meet Standard Evaluation and/or mandatory referral to the Teacher Support and Teacher Assistance Program (Article 51) within the previous 12 (twelve) months shall be eligible to voluntarily transfer with the written approval of Human Resources.
3. In order to have meaningful and effective transfer rounds, the District shall provide FTE allocations to site administrators by January 15. Transfer rounds will occur with one round in February or March and a second round in March or April. All known vacancies shall be posted as follows:

Prior to the posting of bargaining unit vacancies, the District shall make every effort to secure from site principals/administrators all known vacancies. All vacancies known by site administrators shall be posted in the earliest possible transfer round.

- a. Educators who provide a written, non-rescindable early notification of retirement or resignation by February 1st shall be paid \$2,000 in their final paycheck in June. Members will be notified of this opportunity by December 15th of the previous year.
- b. As vacancies become available, they shall be communicated to members in the following ways:
 - A live list of vacancies available to District employees including: site, position (including grade level and/or subject), application deadline and instructions to apply.
 - An email will be sent to all credentialed employees at least one week prior to the transfer opening.
- c. A streamlined application process in which members will apply for transfer by filling out an online form to indicate the desired position, which will be submitted to Human Resources.
- d. All Bargaining unit Members who express an interest in a position by the deadline shall be given the opportunity to interview for it.
- e. If a qualified, internal candidate is available, that candidate shall be placed and shall permanently own the position. If no qualified member applies to transfer into a position, that position may be posed for external candidates.

f. All interviewees shall be notified of the disposition of the transfer request. Written specific reasons for non-selection shall be furnished upon request. At the completion of each round, the Union shall be notified of any positions for which members applied, but for which no member was selected, upon request. The District shall also supply the reason(s) none of the applicants were selected, i.e., the qualifications that each candidate was determined to have lacked.

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

a. Qualifications

- (1) Credentials.
- (2) Major and minor fields of study.
- (3) Educator experience. (This shall not exclude from consideration an educator seeking a change in subject area or grade level or type of assignment.)
- (4) Special skills required by the particular assignment (i.e. bilingual, mental health training, authorizations, units and coursework for limited assignments and educator consent).
- (5) Gender balance in the Physical Education programs.

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

If all items from above are equal, the process will move to (b)

b. Seniority

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

5. The position of an educator requesting transfer will not be declared open until the educator has accepted another position of his/her own choice.

6. While educator-administrator discussion regarding possible transfer may be appropriate, no educator 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 an educator, volunteers for the involuntary transfer shall be considered first. In the event the position eliminated is in a program requiring additional certification (e.g., preschool, DLI or TK) the District shall also seek volunteers from other educators in the same program across the District. If there are no volunteers for involuntary transfer, the educator 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 educator shall be transferred.

2. When a school closes, the educators 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 educators in any school which is established as an alternative program and/or magnet school.
3. In the event an educator is involuntarily transferred from a school and the eliminated position is restored at the beginning of the subsequent school year, the transferred educator shall have the right to return to his/her previous school or program (i.e. preschool, DLI or TK).
4. Educators 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 an educator to the new school due to overstaffing at their current site, volunteers for the involuntary transfer shall be considered first. If there are no volunteers for the involuntary transfer, the educator 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 educator shall be transferred.
2. When a school opens, the educators 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 an educator 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 educator shall have the right to return to his/her previous school.
4. Educators 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 5. Administrative Transfer for Cause (Employer Initiated).

1. In the event that an educator, be transferred for his/her welfare and/or the welfare of the District, the following procedures shall be followed:
 - a. The educator 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 educator 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.
- d. The educator 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.
- f. Transfers shall not be made for arbitrary or capricious reasons.

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. Split Positions-Special Provisions.

- 1. The provisions of this Article shall apply to educators split between multiple assignments and/or sites (e.g., itinerant music teachers or prep teachers) with the following exceptions:
 - a. An educator who is assigned to work at multiple sites (e.g., 60%/40%) shall remain in their position unless they voluntarily reassign or transfer, or if site FTE allocation changes in such a way that their assignment must be adjusted. In that event, the member shall be able to choose from a list of available partial assignments and/or reassign or transfer into a single-site assignment for which they are qualified. Please refer to Section 2.4.
 - b. An educator who is assigned to work at a single site but who holds two distinct positions within the school (e.g., 50% prep teacher 50% academic coach) for which the funding is split between central office and site funds, or general funds and site categorical funds and the position/funding is no longer available, they shall revert back to a full-time educator at that site. In the event, that based on seniority or credentials, they cannot become a full-time educator at that site they may apply for a position at another site or transfer in the transfer rounds. If necessary, the employee shall be involuntarily transferred from the site.

Section 8. Reassignment. Reassignment is defined as any movement of an educator 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 and shall not be for arbitrary and capricious reasons.

- 1. The following factor may be considered for Involuntary reassignments:
 - (1) An open position due to a loss in FTE at the site.

2. By December 10 of each year, each teacher shall receive a druthers form upon which he/she shall list program or grade level choices for the following year. Each teacher shall submit this form to Human Resources by January 15 of the following year. This form shall be considered a request for voluntary reassignment. No member shall be required to request a position other than their current position if they do not wish to be reassigned. By February 15 of each year, returning educators will be given a preliminary notice of their prospective assignment for the following academic year. Changes to these assignments shall not be made for arbitrary or capricious reasons.
3. If the vacancy occurs as a result of the closure of another school, it shall be posted for transfer.
4. In the event the educationally related needs of the school can be met by the reassignment of more than one educator, seniority shall prevail.
5. Written specific reasons for rejection of a voluntary request for reassignment or an involuntary reassignment shall be furnished.
6. Preschool positions at the site shall be considered as part of the regular school site faculty for the purposes of reassignment.

Section 9. Miscellaneous Transfer Provisions.

1. In the event an educator is involuntarily transferred from one location to another, the District shall assist in the moving of that educator's materials and supplies which cannot be reasonably moved by the educator.
2. Educators transferred from one school site to another school site after the first workday shall receive two (2) days to plan, prepare, and move before beginning the new assignment. Appropriate moving assistance will be provided to all educators required to move. Teachers who are involuntary transferred within the school site to a different classroom or to a different building within the campus shall be allowed up to six (6) hours paid at the hourly rate or one (1) day of release if a substitute is available to transfer materials and supplies within appropriate moving assistance.
3. A list including the transfer seniority date for each educator 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 educators 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. Seniority at the site.
 - d. Remaining ties shall be broken by lot. This shall be done in the presence of all educators 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

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.

The parties mutually agree to form a committee of seven (7) bargaining unit members, seven (7) site administrators, the UTR President or designee, and the Superintendent or designee. This committee will perform three tasks:

- Revamp the evaluation process in order to better meet the objectives and fundamental premise described in Section 2 and 3.
- Develop rubrics for the alternative methods of evaluation.
- Develop a toll and process for evaluating counselors according to the ASCA standards.

The committee will be formed and meet within two months of ratification of this agreement with the goal of implementing the new system via a Memorandum of Understanding.

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.
8. To strengthen/encourage administrator and member collegiality towards effective practice.
9. To allow constructive administrator and member feedback.

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 their evaluator in a process, which fosters meaningful professional growth and development. (The evaluation packet is located in Appendix J).

Tenured teachers with Meets Standard, Proficient, or Distinguished 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.

If options 2-4 are selected, the next evaluation will be an administrator observation.

Section 4. Evaluation Procedure.

1. **Temporary and Probationary Employees:** Every temporary and probationary certificated employee shall be evaluated using the Administrator Observation Option at least once each school year, no later than March 1.
2. **Permanent Employees:** 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 5 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 Meets Standard, Proficient, or Distinguished shall be evaluated up to every five years. If the unit member and current evaluator consent to this schedule. At the final meeting of an evaluation cycle, the evaluator shall offer a member who meets the above qualification and evaluation rating

the chance to enter the five-year option or shall explain why they are not doing so. The teacher or evaluator may withdraw his/her consent and return to the two year cycle.

3. **Initial Meeting:** No later than the end of the 35th working day of the year in which an evaluation is to take place, the evaluator and the employee shall meet and discuss the option selected by the employee and the Standards upon which evaluation is to be based. If the Administrative Observation Option is selected, the evaluation shall be based on three elements selected from Standards 1-5 of the CSTP: one element shall be selected by the evaluator, one selected by the employee, and one selected by mutual agreement. If, however, an employee received an overall Does Not Meet Standard rating on their previous evaluation, then they shall be evaluated again on the Standard(s) for which they received a Does Not Meet Standard Rating. If one of the alternative options is selected, the employee shall select a single element for their evaluation. During this initial meeting, the evaluator shall provide the employee with a paper or electronic copy of the tool that shall be used to determine the employee's rating (see Appendix J).
4. **Prohibited metrics:** 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 tests.
5. **Mitigating circumstances:** 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. **Administrative Observation Option:** The following conditions shall be met for evaluations using the Administrative Observation Option:
 - a. 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.
 - b. 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.
7. **Alternative evaluator.** 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. At the employee's request, the additional observation and subsequent evaluation shall be performed by a different administrator as assigned by the Human Resources Department in consultation with UTR.

8. **Specific recommendations:** 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. **Anomalies:** This process may be constrained by anomalies noted by the evaluatee on the appropriate form (see Appendix J). 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. **Teacher comments:** Teachers shall have the right to list their comments on the Certificated Evaluation Observation form.
11. **Non administrative personnel:** Non-administrative certificated personnel shall not participate in the evaluation and/or observation of other non-administrative certificated personnel, nor shall they be required to assess their own performance.
12. **Prohibited information:** The evaluator or designee shall not base their 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. **Grievability:** 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. **Controversial or unpopular materials:** 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. **Ratings:** The summary of final evaluations shall provide for a rating of Does Not Meet Standard, Meets Standard, Proficient, or Distinguished.
16. **Failure to complete (by evaluator):** If an evaluator does not complete an evaluation under the Administrator Observation option, the member shall automatically receive a Proficient rating and be considered to have completed the Administrator Observation evaluation. The member will next be evaluated according to their evaluation cycle, as outlined in Section 3.

Section 5. Employment beyond age sixty-five. 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 in-service training.
 - e. Inservice staff development and parent education.
 - f. Counseling (e.g., related services 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, in-service or professional growth, or special assignments, the psychologist will provide to the evaluator documentation of the extent of participation, (e.g., related services monthly reports, consolidated program monthly time sheets, brochures or schedules from professional growth or in-service 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.

4. This evaluation conference shall take place no later than April 30th of the evaluation year.
5. 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.

Section 7. Evaluation Procedure: Speech-Language Pathologists (SLPs). Evaluation procedures and timelines for speech-language pathologists shall be the same as for other certificated employees as specified in the contractual agreement except as noted below.

- a. Speech-language pathologists shall be evaluated using a mutually agreed upon alternative evaluation tool.

ARTICLE 16 GRIEVANCE PROCEDURE

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.

Grievances (Level 1 and above) shall be submitted through the “Grievance Form”, agreed upon by both parties, which documents dates and times of each event throughout the grievance process. (See Appendix L.)

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. This discussion will meet the requirement for an informal meeting when it is documented on the agreed upon Grievance Form by the grievant.
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.
3. This informal meeting must occur within ten (10) days of the grievance request.

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) days after the informal conference.
2. Within five (5) days 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) days 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 member of the unit may at any time present a grievance to the employer and have such a grievance resolved without the intervention of the exclusive representative as long as the resolution is reached prior to Level IV and is consistent with the terms of this Agreement. 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 days 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 procedures 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

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 educator involved or responsible.
2. If the complaint is filed with the educator's supervisor instead of the educator, the educator will be notified immediately of the available contents of the complaint, subject to the legal compliance of the release of such information; and the supervisor shall ask the parent to first attempt to resolve the issue informally with the educator. As the administrator receives additional information it will be provided subject to the legal compliance of the release of such information.
3. Within five (5) school days, the educator shall confer on an informal basis with the parents alone. The educator's immediate supervisor shall attend this conference if the educator so requests. The educator may, upon consent of the supervisor, authorize the supervisor to solve the complaint on their behalf within the five (5) school day period.

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 educator involved or responsible.
2. The educator 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 educator. The educator may, upon consent of the supervisor, authorize the supervisor to solve the complaint on their behalf within the five (5) school day period.
3. Both parent and educator 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 all of the parties involved.
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

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. Information in a unit member's personnel file that may affect her or his employment status shall be available for inspection by the unit member. 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 member may view their personnel files or designate the UTR President, UTR Uniserv Director, or CTA attorney to view the files. When the member requests a designee to view the personnel file the request must be in writing, signed, and dated by the member. District administration or designee(s), UTR member or member designees, accessing personnel files shall log in with their name, date of viewing, reason for viewing, and signature. 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. Adverse materials, with the exception of formal evaluations, and those which are required to be kept in the file as required by law (e.g., credible complaints of, substantiated investigations into, or discipline for, egregious misconduct, unless the documents contain allegations that were determined to be false, non-credible, or unsubstantiated, or that the discipline was not warranted), 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 Human Resources Office.

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

ARTICLE 19 SAFETY

Section 1. Suspension from classroom. A classroom teacher may suspend any pupil from class under their direction for any of the acts enumerated in Appendix E, for the day of the suspension and the day following. A form indicating the steps required is included in the same Appendix and shall be provided to all educators at the beginning of each academic year. It is not necessary for classroom teachers to use this form as long as they follow the steps required by Ed. Code 48910. 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 2 of this Article. The information provided shall be kept confidential in accordance with the Education Code.

Section 2. Discipline Code. A copy of the revised Discipline Code delineating the rights and duties of all administrators and teachers with respect to student discipline shall be provided to all 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 3. Referral for Student Safety or Support. When an educator has a concern regarding the safety or support needs of a student, they shall inform their Principal or immediate supervisor in writing.

The Principal or immediate supervisor shall within one week arrange to facilitate a conference with the teacher, the parent when appropriate, and the appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution. This conference shall be held as soon as possible.

Routine referrals to local school staff shall result in appropriate action being taken at the time of the referral.

Section 4. Educators may use reasonable force in the performance of their duties when such force is required to defend themselves or ensure the safety of other teachers or students.

Section 5. Serious Threats or Assault. Teachers shall immediately report cases of serious verbal threats or physical assault against them in connection with their employment to their Principal or other immediate supervisor who shall immediately report the incident to the appropriate authorities.

1. Such notification shall be immediately forwarded to the Superintendent or designee 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.
2. The District 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 shall be made available to the teachers at that site.

Section 6. Legal Fees (Prosecution). The Board shall remain continually enrolled in 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 7. Transporting Students. Because of the inability of the District to secure primary liability insurance to cover incidents arising from accidents involving an educator'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 educator. In the event an educator does transport students in his/her personal automobile and a claim of liability is filed, the insurance coverage enumerated in Section 8 shall provide secondary coverage up to the limits enumerated in that Section.

Section 8. Liability Coverage. The District shall remain continually enrolled in an Agreement with a qualified insurer. Such Agreement shall provide each educator acting within the scope of their 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 educator in connection with their defense of a civil suit.

Section 9. Safe Workspace. Educators 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 educators with classrooms, work places, and faculty rooms which are adequately heated, cleaned, lighted, and ventilated. Members who store confidential information shall be provided a locking cabinet or other secure spaces. The District shall provide and maintain MERV-13 air filters for all workspaces. HEPA-filter air purifiers shall be provided and maintained for workspaces that cannot be protected by MERV-13 air filters.
3. The District shall provide disinfectant, hand sanitizer, and bathroom soap.
4. The District 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. A summary of all such emergency procedures shall be posted near the door of every workspace.

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

5. A list of all site absences shall be distributed or published daily before the start of the school day, or as soon as practicable.

Section 10. Classroom Communication. The District shall provide for adequate two-way communication procedures between the site offices and all workspaces.

Section 11. Incoming Students with Known Issues. Any educator 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. At least once each school year, each principal will dedicate a portion of a regularly scheduled staff meeting to strategies for providing protections for the safety of teachers and students, promoting positive school climate, supporting student social and emotional well-being, and positive behavior support strategies.

Section 12. Suspension Due to Assault on Educator. In cases of assault on an educator, the duration of the student's suspension shall be discussed with the teacher or teachers involved prior to implementation of the suspension.

Section 13. Outside Visitors. 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 Teamsters and/or SSA-Local 21 may meet to consider changes in the above policy and develop procedures. Teamsters and/or SSA-Local 21 site secretaries will be provided a representative at such a meeting.

Section 14. Library Occupancy. 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 their agreement.

Section 15. Safety Complaint. A Safety Complaint is a claim by one or more of the members of the Unit or by the Union that an unsafe condition exists in the workspace of one or more members. Safety Complaints shall be addressed in order to resolve them in a timely and urgent manner.

Safety Complaints shall be submitted through the "Safety Complaint Form". This form shall be created collaboratively by the UTR President and District Superintendent or their designees. This form shall be

available in every District office, online, and in Appendix M of this agreement. There are two types of Safety Complaints.

- a. Non-Urgent: A member should notify their site administrator and if the issue is not resolved, then use the existing complaint forms (i.e. Williams, UCP).
- b. Urgent: Safety Complaints that involve serious and/or dangerous concerns, and/or urgent health exposure (including but not limited to fire, mold, or a chemical spill) shall be investigated within 24 hours and include the appropriate Associate Superintendent or designee. The member shall be provided an alternate workspace until the safety complaint is resolved. The educator and site administrator shall collaborate to address imminent safety concerns
- c. When a student has exhibited a pattern of causing physical harm to a staff member, and based on the specific circumstance should not be excluded from the environment, support shall be provided.

Section 16. Pandemic. In the event of a pandemic, the district shall follow county, state and CDC health guidelines. If there are any viable tests available prior to starting school the district shall make said tests available to staff and students and strongly encourage their use before returning to school.

Section 17. Safety Incident. The District shall inform the Union regarding decisions in response to emergency situations. When conditions do not allow for instruction at a site, the District shall decide whether to keep the school open for the day. School closures due to smoke and/or power outages shall be handled according to the Air Quality and Power Outages Guidelines.

The district shall inform families and staff of an unexpected early school closing through automated phone calls and emails immediately after the decision has been made to ensure families are notified as expeditiously as possible. Transportation companies shall also be notified immediately.

ARTICLE 20 UNIT MEMBER TRAVEL AND MAIL EXPENSES

Section 1. Whenever possible, unit members 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. Unit Members who may be requested to use their own automobiles in the performance of their duties and unit members 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.

Unit Members who make voluntary visits to homes of their students shall receive these benefits provided they notify their principal in advance of the visit.

Section 3. Unit Members 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. Unit Members receiving an extra duty stipend shall be excluded from this provision.

Section 4. 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

Section 1. Examinations for tuberculosis will be required every four (4) years at Board expense, in accordance with California Education Code and Health and Safety Codes.

ARTICLE 22 SCHOOL CALENDAR

Section 1. Effective July 1, 2022 the number of work days for members on UTR8 shall be 184 days plus 72 additional hours of work as specified below. To compensate for these additional requirements, the district will add one percent (1%) to the UTR8 salary schedule.

Effective July 1, 2023, the number of workdays for members on UTR8 Shall be 185 days plus 72 additional hours of work as specified below. To compensate for these additional requirements, the district will add one and half percent (1.5%) to the UTR8 salary schedule.

- a. One workday shall be scheduled for elementary and secondary teachers on the day immediately preceding the first day of school.
- b. For elementary teachers, the second workday shall be scheduled in conjunction with the six (6) mutually agreed upon modified days for parent conferences. No educator shall be required to hold parent conference on this day, but may choose to do so.
- c. For secondary teachers, the second workday shall be scheduled between the first and second semesters.

- d. Effective May 2024, one workday shall be scheduled for elementary and secondary teachers on the Friday before Memorial Day. Teachers may work from home.
- e. Preschool teachers shall be provided at least four (4) days of support to be scheduled by mutual agreement to meet DRDP reporting obligations. If support is not available, then the teacher shall be paid the hourly rate up to the four (4) days.
- f. Two days prior to school starting inclusive of district, site, grade level, and principal meetings. All site-level meetings shall be planned according to the requirements of Article 46: Staff Development.
- g. Six (6) hours of online local, state and federal mandated training. This training shall be completed prior to October 1 of each year.
- h. Thirty-three (33) hours of collaboration to be planned and implemented at the site according to the requirements of Article 46: Staff Development, plus an additional three (3) hours of collaboration to be planned by the District. Collaboration on school days shall follow a modified day schedule as defined in Article 2, Section 4.
- i. Twelve (12) hours of self-directed professional development activities as defined in Appendix K: (1) Self-directed peer collaboration; (2) Self-directed online professional learning; (3) District-directed professional learning (including core curriculum and assessments); (4) Site-directed professional development or peer collaboration; (5) Work to maintain a safe and supportive school environment for students and the school community;

The Union and District shall agree on a process to track these hours, which will be specified as a Memorandum of Understanding (MOU). This process will be monitored by site administrators to support educators in fulfilling this requirement. To that end, administrators will notify members at least one month before the deadline if they have not yet completed this requirement.

- j. Eighteen (18) hours outside their normal workday assessing student performance in regard to Common Core State Standards as part of their regular grading process. This time will be used to analyze and report student performance to students and parents.
 - For teachers, the process of completing and submitting standards-based report cards shall fulfill this requirement.

Section 2. The following shall be minimum days as described in Article 2:

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

2. Secondary
 - a. The day after Back-to-School Night.
 - b. Halloween Day (middle school).
 - c. The day before Thanksgiving break.
 - d. The day before Winter break.
 - e. The day after Open House.

3. UTR members shall not be required to attend more than one and one-half (1.5) hours each for Back to School Night (BTSN) and Open House.

Section 3. The following shall be modified days as defined in Article 2, Section 4, and shall require teachers to work according to their regular schedule:

1. Elementary
 - a. Parent conference days [See Section 1b].

 - b. The first and last days of school.

Students shall be dismissed at twelve noon on the last day of school; however, if minutes are needed to meet state requirements in regards to minutes, up to fifteen (15) minutes may need to be added to this day. The Bargaining Unit will be notified of the exact schools and number of minutes needed to complete these requirements as part of the validation of each site's plan for the year. No required staff meetings may be scheduled after the student's instructional day. Teachers, may leave before the end of the contractual day if the principal or designee have certified the end of year tasks are completed.

2. 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; however, if minutes are needed to meet state requirements in regards to minutes, up to fifteen (15) minutes may need to be added to this day. The Bargaining Unit will be notified of the exact schools and number of minutes needed to complete these requirements as part of the validation of each site's plan for the year. No required staff meetings may be scheduled after the student's instructional day. Teachers, may leave before the end of the contractual day if the principal or designee have certified the end of the year tasks are completed.

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

Section 5. Effective July 1, 2022, the number of work days for secondary school counselors and elementary and secondary project assistants shall be 189 days and 51 additional hours of work as specified below.

Effective July 1, 2023, the number of workdays for secondary school counselors and elementary and secondary project assistants shall be 190 days and 51 additional hours of work as specified below.

- a. One workday on the day immediately preceding the first day of school.
- b. The second workday shall be scheduled as described in Section 1b.
- c. Effective May 2024, one workday shall be scheduled on the Friday before Memorial Day. Educator's may work from home.
- d. Two days prior to school starting inclusive of district, site, grade level, and principal meetings. All site-level meetings shall be planned according to the requirements of Article 46: Staff Development.
- e. Six (6) hours of online local, state and federal mandated training. This training shall be completed prior to October 1 of each year.
- f. Fourteen (14) hours of collaboration to be planned and implemented at the site according to the requirements of Article 46: Staff Development, plus an additional three (3) hours of collaboration to be planned by the District. Collaboration on school days shall follow a modified day schedule as defined in Article 2, Section 4. Sites may elect to maintain their current collaboration under this provision or alter it.
- g. Twelve (12) hours of self-directed professional development activities as defined in Appendix K: (1) Self-directed peer collaboration; (2) Self-directed online professional learning; (3) District-directed professional learning, (including core curriculum and assessments); (4) Site-directed professional development or peer collaboration; (5) Work to maintain a safe and supportive school environment for students and the school community.

This process will be monitored by site administrators to support educators in fulfilling this requirement. To that end, administrators will notify members at least one month before the deadline if they have not yet completed this requirement.

- h. Counselors and project assistants shall complete at least sixteen (16) hours outside their normal workday assessing student performance in regard to college and career readiness. This time will also be used to report this information to students, educators and families.
1. In order to adhere to the work year calendar each secondary school counselor, elementary, and secondary project assistant shall submit a work year calendar specifying the days to be worked. The work year calendar shall be signed off by their supervisor.

Section 6. Effective July 1, 2022, the number of work days for psychologists, school nurses and speech and language pathologists shall be 192 days plus 51 additional hours of work as specified below.

Effective July 1, 2023, the number of work days for psychologists, school nurses and speech and language pathologists shall be 193 days plus 51 additional hours of work as specified below.

Employees in these classifications are expected to complete all necessary reports within the shortened work year without requiring extra hours or pay. Members shall still be compensated for additional work that they complete beyond their agreement.

- a. Two (2) district or site work days.
- b. Effective May 2024, one workday shall be scheduled on the Friday before Memorial Day, Educators may work from home.
- c. Six (6) hours of online local, state and federal mandated training. This training shall be completed prior to October 1 of each year.
- d. Twelve (12) hours of self-directed professional development activities as defined in Appendix K: (1) Self-directed peer collaboration; (2) Self-directed online professional learning; (3) District-directed professional learning (including job related trainings); (4) Site-directed professional development or peer collaboration; (5) Work to maintain a safe and supportive school environment for students and the school community.

These members may elect to be paid at the hourly rate for attending IEP meetings if they do not count them toward self-directed hours, and they meet their 12-hour commitment by other means.

- e. Administrators will notify members at least one month before the deadline if they have not yet completed this requirement.
- f. Thirty (30) hours of work requirements, plus an additional three (3) hours of collaboration to be planned by the District.

This process will be monitored by the employees' immediate supervisor to support educators in fulfilling this requirement. To that end, supervisors will notify members at least one month before the deadline if they have not yet completed this requirement.

1. In order to adhere to the work year calendar each psychologist, school nurse, and speech and language pathologist shall submit a work year calendar specifying the days to be worked. The work year calendar shall be agreed to and signed off by their supervisor.

ARTICLE 23
SALARY

Section 1.

1. Effective July 1, 2022, the district shall make a seven percent (7%) salary increase to all salary schedules for UTR bargaining unit members, where 1% of this increase is tied to additional work requirements as specified in Article 22.
2. Effective July 1, 2023 the district will make a seven and a half percent (7.5%) salary increase to all salary schedules for UTR bargaining unit members, where 1.5% of this increase is tied to additional work requirements as specified in Article 22.
3. Effective July 1, 2016, an annual stipend of Two Thousand Five Hundred Dollars (\$2500) Dollars will be provided for each language other than English (which is needed to serve the student population of the District) in which the speech therapist is fluent under guidelines issued by the American Speech, Language & Hearing Association.
4. Effective July 1, 2016 an annual stipend of Two Thousand Five Hundred Dollars (\$2500) will be provided for each language other than English (which is needed to serve the student population of the District) in which the school psychologist is fluent under provisions set forth by the National Association of School Psychologists.
5. Effective July 1, 2016 an annual stipend of Two Thousand Five Hundred Dollars (\$2500) will be provided to the School Psychologist which holds any of the following Clinical Counseling Licenses (LCSW, LPCC, MFT, BCBA and Licensed Clinical Psychologist).
6. Effective July 1, 2016 an annual stipend of Two Thousand Dollars (\$2000) will be provided to any bargaining unit member who holds a doctorate degree from an accredited university.
7. Effective July 1, 2016, any bargaining unit member with National Board certification shall receive an annual stipend of Three Thousand Dollars (\$3000).
8. The district has an interest in discussing the issue of placing CTE teachers on the salary schedule with UTR with the intent of resolution.
9. Beginning July 1, 2017, the following positions will be selected by the manager of the department and given a stipend of three-thousand (\$3,000) to perform duties in the role of:
 - a. Lead Counselor
 - b. Lead Psychologist
 - c. Lead K-12 Speech and Language Pathologist

- d. Lead Nurse
 - e. Lead for the WATR department total of which may be split between AAC and AT.
 - f. Lead Cameron Speech and Language Pathologist
10. Effective July 1, 2018 any bargaining unit member who is required to use a BCLAD credential in a classroom assignment (TBE or Dual Immersion) will receive a yearly stipend of Three Thousand Dollars (\$3000.00).
 11. Effective July 1, 2022, any bargaining unit member who is designated as the Teacher in Charge shall receive a stipend of \$100/per day.
 12. Effective July 1, 2022, teachers of combination classes shall receive a stipend of Three Thousand Dollars (\$3,000).
 13. Effective July 1, 2018 secondary department chairs will be compensated with a yearly stipend of One Thousand Five Hundred Dollars (\$1500.00) Department chair must be current UTR members serving 80% of their time in one of the following departments: English, Social Science, Science, Math, Physical Education, Special Education, World Language and one at large (all other subjects). The definition of a department is two (2) or more teachers to qualify for the stipend. These chairs will be selected according to the requirements of Article 11.2. Duties will be the normal duties of a department chair: attend ILT meetings, plan department meetings, coordinate department activities, and provide feedback on department master scheduling needs.
 14. One educator from each site/department who has demonstrated his/her effective use of technology in an instructional setting will be designated as the Technology Teacher Leader (TTL) for that site. TTLs serve as “effective use of technology” leads with their colleagues and shall receive a stipend of Two Thousand Dollars (\$2000.00) per year. Educators shall apply to their site or department administrator. The District Ed Tech team will collaborate with UTR to make the selection. Duties include: Provide support to educators on the instructional use of district provided technology, assist with professional development on educational technology at the district level, provide three (3) one hour Tech Teacher Leader professional development sessions at their site or department per year, and participate in 90-minute TLL PLC’s per year.
 15. Effective July 1, 2023, one educator from each district school designated by the state as a Community School shall be selected as a Community School Lead (CSL) for their site and shall receive a stipend of Two Thousand Five Hundred dollars (\$2,500) per year. The District Director of Community Engagement shall collaborate with UTR to make the selection. Duties shall be defined by a Memorandum of Understanding to be completed by the parties.

Section 2.

1. Effective February 1, 2016 the hourly rate shall be \$32.00 per hour.

Effective July 1, 2016 the hourly rate shall be \$33.00 per hour.

Effective July 1, 2022, the hourly rate will be \$42 per hour.

2. After the expiration of any relevant MOU in effect when this agreement is ratified, a secondary teacher substitute teaching during their assigned preparation period shall be compensated \$50.00 for one period covered per day. When a school has a block period, which requires the certificated employee to cover the equivalent of two periods the amount shall be \$100.00 per block period covered.
3. After the expiration of any relevant MOU in effect when this agreement is ratified, an elementary teacher taking students from other classes when no substitute teacher is available shall be compensated at \$55.00 per day. A maximum of 7 extra students will be placed in any one class. Elementary educators volunteering to substitute 8 or more students up to or exceeding the class size maximum shall be paid at \$70 per day.
4. Elementary teachers shall be compensated \$55 for each 50 minutes for lost preparation time or \$22 for 20 minutes of lost preparation time.

Section 3. Secondary School Counselors and elementary and secondary Project Assistants shall be paid according to Appendix C.

Section 4. 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, Registered, Bachelor of Science in Nursing-educated nurse (certificated employee) in a public or private health institution or health service (school) may be counted as a year of service for initial salary placement, provided the applicant held a valid registered nurse license and BSN degree (teaching credential or teaching license) during such time of service: Must have served at least 9 months of each prior employment as a bachelors prepared, registered nurse to garner up to one full year of credit.

Employees new to the District: 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 had a valid teaching credential or teaching license during the time of service.

- 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. 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 5. 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 Human Resources 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 Human Resources 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 Human Resources Office on or before November 1. Movement on the salary schedule based on the successful completion of training or units will be implemented for January payroll.

Section 6. Graduation Ceremonies. Teachers who work the Graduation Ceremonies are guaranteed five (5) hours at the 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 bargaining unit members shall have the choice to receive annual compensation in either eleven (11) or twelve (12) payments. If the choice is twelve (12) payments, unit members will receive the July check at the end of June.

2. UTR bargaining unit members currently on 11 or 12-advance pay, stay on advance pay.

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.

Section 10.

1. Employees shall serve 75% or more of the work year in order to advance to the next salary step. An exception shall be made for employees who use the following leaves listed below, in accordance with Article 13. These members shall serve 60% or more of the work year in order to advance to the next salary step:

Section 4: Extended Illness

Section 7: Health Leave

Section 8: Industrial Accident or Illness Leave

Section 12: Family and Medical Leaves
Section 13: Child Care Leave
Section 15: Military Leave

**ARTICLE 24
EXTRA DUTY PAY**

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

Section 2. All K-12 unit members may be assigned extra duty beyond the workday at the hourly rate by the site administrator.

Section 3. After being offered to all bargaining unit members, if no bargaining unit member accepts a posted Extra Duty/Stipend position, the position may be offered to outside candidates.

**ARTICLE 25
EMPLOYEE BENEFITS**

Section 1. Health Insurance.

1. Effective January 1, 2022 the district shall calculate the District contribution as eighty percent (80%) of the CalPERS Bay Area Kaiser Permanente published rates shown below.

Employee Only:	\$685.65
Employee Plus One:	\$1,371.30
Employee Plus Dependents:	\$1,782.69

Effective January 1, 2023, the district shall calculate the District contribution as eighty percent (80%) of the CalPERS Bay Area Kaiser Permanente published rate for that year as shown below.

Employee Only:	\$730.99
Employee Plus One:	\$1,461.98
Employee Plus Dependents:	\$1,900.58

Effective January 1, 2024, the district shall calculate the District contribution as eighty percent (80%) of the CalPERS Bay Area Kaiser Permanente published rate for that year

These amounts will be used as the published contributions for future years unless otherwise negotiated.

Employees may choose from among a list of such plans mutually agreed upon by the Union and the District. When an employee selects a health benefits plan that exceeds the District contribution the District shall make a payroll deduction to cover the difference.

2. The District shall provide all eligible employees, their dependents, and domestic partners with the dental insurance plan currently offered by Delta Dental Service.
3. 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.
4. 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.
5. 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.
6. Employees who certify coverage by another group health plan or spouses/domestic partner/parent of WCCUSD employees covered by a District health plan may waive their health plan. In such cases the District shall pay cash in lieu \$300 per month.
7. 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. This includes those teachers on STRS Disability Allowance and/or retirement who would otherwise be eligible for retired teacher coverage. The District and Union agree to continue studying cost containment measures for retiree health benefit programs.

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.
- d. For employees hired after July 1, 2016, who attain fifteen 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.
- e. For employees hired after July 1, 2017, who attain twenty-five 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.
- f. For employees hired after July 1, 2018, the District shall make no payment to retirees under this section for benefits upon retirement.

Section 3. 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. The district liability shall be limited to \$800 per incident.

Section 4. The District currently offers Employee Assistance Program (EAP) through the Workers Compensation Provider. If the agreement between the District and Workers Compensation Provider of the EAP ceases, the District and UTR agree to explore options to provide an Employee Assistance Program as soon as feasible.

ARTICLE 26 SPECIALLY FUNDED TEACHERS

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

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. At the secondary level, the District shall assign substitute teachers to classes in their credential subject areas, when feasible.
4. 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.
5. 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.
6. Teachers may request the assignment of specific substitutes from the District-approved list.
7. All efforts will be made to not reassign substitute teachers who have been preassigned to a specific classroom or have been secured by prior arrangement.
8. The District shall secure substitutes for teachers-in-charge if the principal is out or absent for two or more days.

Section 3. Miscellaneous.

In the event of an absence, teachers, shall provide lesson plans that are useful and understandable to substitute teachers. These lesson plans could be special lesson plans created for the absence, the teacher's regular lesson plans, or emergency lesson plans. Teachers will provide emergency lesson plans to cover

at least three days to the principal electronically at the beginning of each school year. This requirement can be fulfilled by submitting electronic directions of where to find needed materials in the classroom to carry out the lesson.

ARTICLE 28 PART-TIME TEACHING AND JOB-SHARING

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 Human Resources 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 Human Resources 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 Human Resources 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 21.5 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

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 UTR NS & P salary schedule.

Section 2. **School Public Health Nurses.** The District shall employ at least a ratio of below 3000:1 student enrollment per School Public Health Nurses.

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 UTR NS & P, and both shall be required to work the same work year as other unit members paid on Schedule UTR NS & P.

**ARTICLE 30
SUBCONTRACTING**

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**

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**

Section 1.

Temporary teachers shall only be hired to replace teachers on leave or to serve in programs with short-term funding.

**ARTICLE 33
CONSULTATION**

Section 1. Upon request, the District will consult with the Union 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 36
SUMMER SCHOOL**

Section 1. Summer school positions shall be filled by applying the following order:

1. Application for position;
2. Credentials;
3. Major and minor field of study;
4. Teaching Experience, preference will be given to teachers with three or more years of experience in the grade level or subject matter;
5. 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.
6. District-wide seniority, i.e., those teachers with the required qualifications and the greatest seniority.

Section 2. Criteria for filling positions and maintaining summer school eligibility

1. It is clearly understood that when a bargaining unit member accepts a summer school position it is for the duration of summer school. Bargaining unit members who leave prior to fulfilling the entire summer school contract, unless extenuating circumstances occur, will be ineligible to apply for summer school the following year.
2. Bargaining Unit members with a Notice of Unprofessional Conduct, Does Not Meet Standard Evaluation and/or mandatory referral to Teacher Support and Assistance Program (Article 51) within 12 (twelve) months shall not be considered for summer school employment.

**ARTICLE 37
CONTINUITY OF SERVICE**

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

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

Section 1. 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

Section 1. The Board will not tolerate discrimination 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

Section 1. If any provision of this Agreement should be held invalid or unenforceable by operation of law or by any court or tribunal of competent jurisdiction, then the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect. In such event, the employer and the Association shall, upon request of either party, immediately commence negotiations regarding the means of compliance with such law or decision.

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, 2015. 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
(See Appendix H)**

**ARTICLE 44
EARLY RETIREMENT
(See Appendix I)**

ARTICLE 45 PROMOTIONS

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

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

Section 2. School-based staff development activities shall be jointly designed by the schools' principals and staffs as defined in this article.

1. The meeting schedule and content for school-based staff development (including collaboration) shall be developed jointly, approved by the principal and ratified by a majority of all teachers assigned to the site in accordance with Union by-laws. The plan for each academic year must be approved before the end of the previous academic year and distributed to the staff at the beginning of the new academic year. The plan may be modified during the year by agreement of the principal and a supermajority of 60% all teachers assigned to the site.

When School-based staff development activities are designed, the following activities will occur:

- Input will be solicited from members regarding the needs of the school as evidenced in data, as well as staff needs for professional growth.
- This input will be considered in developing a plan for collaboration for the year.
- The plan will be ratified by a majority of all teachers assigned to the site as described above. The vote for ratification must be held on a different day from the day on which the initial discussion occurs.

The following examples are provided to help sites plan their collaboration. For these examples, we will assume members must complete 30 hours of collaboration. The actual requirement is specified in Article 22: School Calendar

Option 1: Teachers could collaborate for 50 minutes every week for 36 sessions after the teacher instructional day.

Option 2: Teachers collaborate for 1 hour after the teacher instructional day for a total of 30 sessions. On modified days without collaboration, teachers may leave at the end of their work day (as defined by Article 10.1.1).

Option 3: Teachers collaborate for 1.5 hours after the teacher instructional day on alternating weeks for a total of 20 sessions. On modified days without collaboration, teachers may leave at the end of their work day (as defined by Article 10.1.1).

Option 4: Sites may design their own plan to implement the 30 hours of collaboration through the process described above.

Collaboration meetings are a time for teachers to work together. The general intent of collaboration at all grade levels shall be for, but not be limited to the following topics:

- Developing common assessments
- Curriculum alignment guide development
- Unit development
- Sharing best practices
- Analyzing student assessment data
- Student placement
- Interdisciplinary planning
- Student social-emotional well-being
- Partner collaboration
- Professional learning communities
- Technology integration
- Departmental interdepartmental instructional planning, etc.
- Planning for improved student instruction and achievement

Section 3. Staff development activities for non-teaching unit members shall be jointly designed by such members and their department leads and ratified according to the requirements of Section 2.

Section 4. Staff development activities 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.

3. Staff development activities shall not be scheduled on the last workday before a school break/vacation.
4. Required staff development shall be compensated at the pro-rated per-diem rate.

Section 5. TK-6 and TK-8 schools, Middle Schools (7-8 and 6-8) and High Schools (non-Continuation): Collaboration meetings shall not exceed times stated in the approved collaboration plan. Collaboration meetings will begin no later than fifteen (15) minutes after the end of the teacher instructional day.

Non-traditional schools will develop a collaboration meeting schedule that will be suitable to their respective settings.

Section 6. Part-time teachers shall be responsible for attending collaboration on days they are scheduled to teach. For example, part-time teachers that are 0.8 FTE and teach every day will attend 80% of the allotted collaboration time. Each site administrator shall work collaboratively with part-time teachers to develop a calendar for their attendance at collaboration at the beginning of the school year.

Section 7. Collaboration time shall not be scheduled during finals week in a secondary setting.

Section 8. Members shall document collaboration by reporting the following information to their principal or immediate supervisor: date, beginning time, ending time, attendees and topic(s).

ARTICLE 47 SHARED DECISION-MAKING

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 in-service 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 Teamsters and/or SSA-Local 21 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**

Section 1. 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**

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 51
TEACHER SUPPORT AND ASSISTANCE PROGRAM (TSAP)**

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 a quarterly 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 created and distributed by 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 years’ experience in the West Contra Costa Unified School District successful.

2. Prioritizing Needs

Human Resources will provide a list of teachers who meet the qualifications listed in a, b, c and d below by August 1st. Human Resources will provide updated hiring information to the Lead Coach monthly through December. Depending upon the funds available, teachers shall be eligible for participation in the Program in the following order:

- a. Permanent teachers who are eligible for the program due to receiving - a Does Not Meet Standard in the previous school year’s evaluation (Referred Participation Teacher).
- b. Teachers which have been recommended to the Program by an administrator.
- c. 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.
- d. Teachers returning from administrative leave not due to disciplinary reasons.
- e. Experienced teachers who are new to the district and are hired under a temporary or probationary contract or as a long-term substitute.
- f. 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 will be administered by a Panel composed of seven (7) members. Four (4) of the members will be appointed by the President of 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. Attending annual training in teacher support/PAR best practices.
- b. Establishing its own rules of procedure.
- c. Selecting the 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 TSAP program to only teachers who "Did Not Meet Standard" on their previous year's evaluation, the Coaches and the site principal.
- f. Making available the Coaches for selection by the referred Participating Teacher.
- g. Reviewing and developing all forms and documents necessary to manage the Program.
- h. Adopting rules and procedures to affect 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. Create interview questions for Coach hiring panel.
- 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 regarding the involuntarily referred Participating Teacher's progress in the Program. A report will be given to the UTR president to share with the UTR Executive Board if needed.
- 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 per diem and notified to UTR and HR.

6. Coach Selection Process and Employment Status

- a. An announcement will be posted annually via district email and at each work site seeking applicants for the position of Coach. The completed application shall be submitted to the Human Resources 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. Priority will be given to the UTR bargaining unit members to apply for the position of Coach.

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.

- b. All applicants will be notified in writing of the Panel's decision.
- c. 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(s). All Coaches shall receive training and will either be given release time or per diem compensation, to be determined by the Panel. There shall be no less than two coaches per year. If the panel decides that less than 2 coaches are needed, they will inform UTR and HR with supporting data.
- d. 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.
- e. 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.
- f. Upon completion of a term as a Coach, the right to return to the most recent teaching assignment held by the teacher is guaranteed.
- g. The Coach's work year will follow the Schedule 6 guidelines. 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.
- h. 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.
- i. 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 (if multiple coaches are available). 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 TSAP program, to establish performance goals consistent with the California Standards for the Teaching Profession (CSTP), to develop the assistance plan and to develop a process for determining successful completion of the Program. The duration of support will be no longer than 3 years.
- j. 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 a Does Not Meet Standard 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 of 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.

- k. 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 a Does Not Meet Standard 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. The parties agree to continue the Teacher Induction Program (TIP, formerly BTSA) funding and support for the current teachers participating in the TIP 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 Per Diem for all work beyond the regular workday and/or work year, approved by the Panel. The administrator overseeing the Program will evaluate the lead coaches and coaches.

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 the Program, 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.

ARTICLE 52
SPECIAL EDUCATION

(The contents of Article 52 are also referenced in various Articles of the existing contract)

Section 1. Designation of Employees

1. Education Specialist/ “specialist” shall refer to any certificated educator who can provide specialized academic instruction working in the Special Education department.
2. Mild-to-Moderate Support Needs (MMSN) specialists support students with mild to moderate needs.
3. Extensive Support Needs (ESN) specialists support students with moderate to severe needs.

Section 2. Definitions

Prior to the placement of a student into a program, an Individualized Education Program (IEP) meeting must be held to determine the appropriate placement of a student.

1. Self-Contained Classroom (SCC) shall replace what is referred to as a “Special Day Class”. A given SCC can support students with either mild-to-moderate support needs or extensive support needs according to their IEP.
2. Full Inclusion (FI) is a program intended to support students with IEPs - who are enrolled in and integrated within the general education environment with the appropriate support and collaboration of a MMSN specialist with an autism authorization or an ESN specialist who may provide targeted instruction.
3. The Resource Specialist Program (RSP) - is intended to support students with mild-to-moderate support needs by an MMSN specialist.
4. Counseling Enriched Classroom (CEC) will replace “Transition Educational Program” (TEP) classes and is intended to provide specialized academic instruction, educationally related mental health services (ERMHS) and/or behavioral supports in an academic school setting.
5. Instructional Support Program (ISP) is a service model of instructional support where providers offer services to students with MMSN. Students with MMSN may participate in General Education for part of the day or periods, SSAI, and in a SCC for part of the day or periods in accordance with their IEPs.

Section 3. Workday

1. Added Duty Assignments for Special Education shall be governed by Article 10: Hours of Employment and Duty Assignment, Section 6: Added Duty Assignments.

2. The workday for Special Education specialists shall be the same as that for regular education teachers.
3. The instructional day for Special Education Specialists shall be the same as that for regular education teachers.
4. Psychologists, Speech Therapists and Nurses work a seven and one-half (7.5) hour day including a thirty (30) minute duty free lunch as described in Article 10.
5. Each education specialist as assigned to an SCC or RSP program shall have paraprofessional(s) in proportion to their assignment. In collaboration with the site administrator, the classroom specialist shall build the daily schedule and work assignment for the paraprofessional(s) that work in their classroom. The specialist may recommend to the site administrator start and end times for the paraprofessional(s) in their classroom based on the needs of students. The following aide assignments shall be in addition to any 1:1 paraprofessionals required by student(s) IEPs (with the exception of the elementary FI program as specified below):
 1. Every MMSN, and RSP specialist shall be assigned one classroom paraprofessional, and every ESN and CEC specialist shall be assigned two classroom paraprofessionals for the length of the school day plus 15 minutes before and 15 minutes after instruction. Additional program paraprofessionals will be assigned based on the IEP needs of the students.
 2. Paraprofessional assignments for Elementary FI specialists shall be no more than a 3:1 student to paraprofessional ratio for the length of the school day plus 15 minutes before and 15 minutes after the school day. The paraprofessionals can be a combination of program paraprofessionals and/or 1:1 paraprofessionals.
6. Mandatory Special Education in-service meetings for all specialists shall be conducted during the normal workday.
7. Special Education-related activities such as IEP meetings shall be conducted during the normal workday, whenever feasible.
8. If a specialist is required to attend Special Education-work related activities, such as an IEP meeting, special education due process hearings, court or other administrative hearings, and the preparation for such hearings outside their normal workday, they shall be paid at their hourly rate.

Section 4. Class Size:

1. RSP: RSP specialists shall be assigned on the basis of one (1) for each twenty-four (24) students. No RSP specialists shall be assigned more than twenty-five (25) students. If feasible, a maximum of eight (8) students per period in a secondary SCC (such as a tutorial) shall be maintained. The specialist may be assigned up to 28 students (statutory limit) if mutually agreed upon and shall be compensated at the overage rate (see paragraph 6 below).

2. MMSN SCC: Beginning June 30, 2022, MMSN specialists working in an SCC program shall be assigned on the average of one (1) specialist for every fourteen (14) MMSN students with a caseload maximum of fourteen (14) students served in an SCC setting, with no class to exceed fourteen (14) students.

Beginning June 30, 2022, no MMSN SCC class shall exceed fourteen (14) students.

3. ESN: ESN specialists shall be assigned on the average of one (1) specialist for every ten (10) ESN students, with no class to exceed eleven (11) students.
4. Counseling Enriched Classes (CEC) shall be assigned on the average of one (1) specialist for every eight (8) CEC students, with no class to exceed ten (10) students.
5. Full Inclusion (FI): Specialists working with students placed in the full inclusion program shall be assigned on the average of (1) specialist for every twelve (12) students, with no caseload size to exceed thirteen (13) students.
6. Class size and caseload maximums may be waived subject to the following limitations:
 - a. The specialist will be compensated for each student over the maximum, per diem prorated based on the caseload/class size for that specialist.
 - b. For specialists in a secondary setting, the Special Education department chair shall be consulted.
 - c. For specialists in an elementary setting, a union representative of the member's choosing shall be consulted.
 - d. The appropriate form will be signed off by the administrator, specialist, and union representative.
7. Every effort shall be made to keep assignments in reasonable geographical proximity.
8. 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.
9. Each related-service provider specialist shall be assigned one-half day per week for indirect therapy time.
10. Each specialist may timecard 12 hours at their hourly rate per school year for IEP development work done outside the normal workday.

Section 5. Central Office Clerical Support

1. The parties agree to four (4) clerks to support speech pathologists, school psychologists, nurses, and itinerant MMSN and ESN Specialists based out of the SPED central office. The clerks working hours shall be limited to five (5) hours per day and schedule shall be the same as the student instructional calendar year.

Section 6. Instructional Support Program- Secondary

1. For the secondary Instructional Support program, MMSN specialists shall be assigned on the basis of one (1) for each twenty-three (23)– students. The caseload of an MMSN specialist shall not exceed twenty-four students (24). MMSN specialists shall be assigned no more than twenty-four (24) students, with if at all possible, a maximum of 12 students per period, that can be waived by the teacher.
2. If at all possible, special education departments at secondary school sites will work to maintain grade-level purity for all case managers. At high schools, the highest priority will be to maintain grade-level purity for 9th and 10th grade case managers.
3. When a new student is enrolled in the school sites program, they will be placed on a specialist's caseload using the following criteria:
 - a. Consideration will be given to placing the new student with a grade-specific case manager (i.e. 9th grade student with a 9th grade case manager).
 - b. In the event all case manager's caseload for the given grade-level is full, the members of the special education department team will look to see if a similar grade-specific case manager has room on their caseload.
 - c. If there is not room on a grade specific caseload, the student will be assigned to a specialist with the fewest number of students on their caseload.
 - d. New additions to a specialist's caseload will be made until the case manager's caseload is equal to the case manager with the next fewest students assigned to their caseload.
 - e. A rotation will be established by the department at the beginning of the year to determine which specialist will receive another student in the event that all specialists have the same number of students on their caseloads.
4. At the beginning of the year, the special education departments at secondary school sites will establish protocols for collaboration strategies to share information about topics including, but not limited to the following: IEP goals, progress monitoring, present levels of performance, behavior goals and plans, update student portfolios with work, scheduling, staff concerns, overall school/program integration. The collaboration/department team may time card up to 4 hours per

quarter at the hourly rate to be used for the purpose of updating progress, monitoring on a quarterly basis. Employees may opt to collaborate as grade level teams or as a whole department.

5. Case managers can mutually agree to take certain students on their caseloads in so far as the caseloads are still equally balanced.
6. Case managers can mutually agree upon placing a student in a grade specific tutorial taught by another case manager teaching the same grade specific tutorial.
7. Every effort shall be made to equalize the total workload among specialists (caseload size, number of classes to teach, interim IEPs, testing). The needs of each school and requests of the specialists and administrators involved shall be considered.

Section 7. School Psychologists

1. School psychologists shall be assigned on a basis not to exceed the National Association of School Psychologist (NASP) recommended ratio of 500-700:1 of students to school psychologists. 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 paragraph 1 of this section 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 workload among staff members. The needs of each school and requests of the School Psychologists and administrators involved shall be considered by the SELPA Director. Department Leads shall review workload and caseload numbers with all staff at least yearly to ensure equalization.
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 in accordance with Article 22, Section 6. 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 weekend or holiday hours during the school year. The evening/ weekend/holiday schedule shall be by mutual agreement, pursuant to past practice.

6. School Psychologists shall be paid according to the Nurses, Speech and Language Pathologists, & Psychologists (UTR NS&P) salary schedule.

Section 8. School Public Health Nurses

1. The School Nurse salary and work year shall be in accordance with Schedule UTR NS &P.
2. School nurses shall be assigned by a ratio of 3000:1 of total enrolled students to nurses. No Registered Nurse shall be assigned a caseload of more than 100 students receiving medical services in accordance with an IEP, 504, or other agreement.
3. The work year for Nurses shall be in accordance with Article 22, Section 6. The distribution of workdays which are in addition to those required of teachers shall be mutually determined by the Nurse and supervisor. Nurses may work up to six (6) of these workdays during evening, weekend or holiday hours during the school year. The evening/weekend/holiday schedule shall be by mutual agreement, pursuant to past practice.
4. In the event that the staffing ratio for nurses cannot be met, the extra FTEs shall be distributed among the nurses in increments of 0.2 FTEs, offered in order of seniority. In the event that a School Nurse is asked to temporarily cover the caseload and/or work assignment of another School Nurse or LVN, due to a lack of substitute availability, the School Nurse shall be compensated at the hourly rate.

Section 9. Program Specialists and Program Assistants

1. The salary and work year for Program Specialists and Program Assistants shall be in accordance with Schedule UTR CPS6. The distribution of workdays which are in addition to those required of teachers shall be mutually determined by the specialist and supervisor. Program Specialists and Assistants may work up to six (6) of these workdays during evening, holiday or weekend hours during the school year. The evening/weekend/holiday schedule shall be by mutual agreement, pursuant to past practice.
2. The workday for Program Specialists shall be 6.5 hours, except that Program Specialists and Program Assistants may alter or flex their schedule as needed for program delivery, with the approval of the Special Education Director. All Program Specialists will be on the Cameron work year.
3. In the event that a substitute cannot be found for an SCC classroom, a Program Specialist may be asked to volunteer. If there are more volunteers than needed, assignments shall be rotated.

Section 10. Speech-Language Pathologists

1. Speech-Language Pathologists shall be paid according to the Nurses, Speech and Language Pathologists, & Psychologists salary schedule (UTR NS&P).
2. The District and Union shall collaborate to create a system for assigning SLPs that takes into account factors such as the time spent providing face-to-face direct services to students as well as the time spent performing other activities necessary to support students' education programs, implement best practices for school speech-language services, and to ensure compliance with the Individuals with Disabilities Education Improvement Act of 2004 (IDEA, 2004) and other mandates. The first meeting shall occur within two months of ratification of this agreement by both parties. The SELPA retains sole authority to establish case load if agreements cannot be made.
3. SLPs shall be assigned to schools based upon the following factors:
 - a. Caseload at the site
 - b. The weighting system referred to in paragraph 2 above.
 - c. SLP's skills, training, and expertise
 - d. Workload Balance.
4. The work year for Speech-Language Pathologists shall be in accordance with Article 22, Section 6. The distribution of workdays which are in addition to those required of teachers shall be mutually determined by the SLP and the SELPA Director. SLPs may work up to six (6) of these workdays during evening, holiday or weekend hours during the school year. The evening/weekend/holiday schedule shall be by mutual agreement, pursuant to past practice.
5. The work year for SLPs shall include collaboration weeks during the months of September, October, January, March, and May. The collaboration weeks may be used for indirect activities that include but are not limited to collaborating with other service providers and teachers, conducting assessments, completing paperwork, documenting services, provide make up services, and developing materials.

Section 11. Cameron Early Intervention

1. The maximum caseload for a Speech-Language Pathologist 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).
2. Speech Language pathologists working in the Cameron Program shall have pay and work year in accordance with Schedule NS&P.

3. Cameron SLPs' work year shall include at least 6 indirect service weeks scheduled throughout the year. The indirect service weeks may be used for indirect activities that include but are not limited to collaborating with other service providers and teachers, conducting assessments, completing paperwork, documenting services, and developing materials. These weeks shall be jointly determined by Cameron administration, Cameron lead SLP(s) and the Cameron UTR SLP Representative(s) prior to the beginning of every school year except that the indirect service weeks in November and May shall be used specifically for DRDP completion.
4. The following provisions apply to Self-Contained Classroom (SCC) education specialists who work within the Cameron program only:
 - a. Cameron SCC education specialists shall follow the same schedule and workday as general education school aged education specialists at their worksite.
 - b. No more than one staff meeting/month shall be scheduled for Cameron SCC Education Specialists. If members choose to also attend their regular site-based meeting, they shall be paid at the hourly rate. This meeting shall not be scheduled to conflict with regular site-based meetings such as monthly staff meetings, staff collaboration, and professional development in order to ensure that Cameron SCC education specialists can fully participate as site staff.
 - c. In the event that there is a scheduling conflict between a site meeting and a Cameron meeting, the education specialist shall choose which meeting to attend and shall receive any and all documents, minutes, or updates from the other meeting via email.
5. LIFT (Learning with Infants Families and Toddlers) is a Transdisciplinary Team serving families who have children with special needs from birth-through-35 months of age. LIFT is transdisciplinary and requires the support and collaboration from a variety of specialists. LIFT provides Individual Family Service Plans (IFSP) and services. LIFT provides services guided by, but not limited to: IDEA, Part C Federal Regulations, California Education Code, Department of Developmental Disabilities, California State Regulations, Programs for Deaf and Hard of Hearing Students Guidelines for Quality Standards, and Local Interagency Agreements.
 - a. Speech-Language Pathologists working in LIFT shall be paid according to Schedule NS&P
 - b. Education Specialists working in LIFT shall be paid on Schedule UCAM
 - c. The caseload for specialist working within the LIFT Program shall be accordance with ENS maximum contained in this article.

Section 12 . Transition Program

1. Education Specialists in the Transition Program shall be placed on Salary Schedule UTR8.
2. Workdays, holidays, minimum days, and instructional days per year for education specialists working in the transition Program shall be the same as other secondary teachers except as noted below. With the understanding that the Transition Program intersects with Contra Costa Community College calendar, the following provisions shall apply:
 - a. The Transition Program Calendar for the next school year shall be provided by on or before May 15.
 - b. By May 15th of every year, or as soon as the Contra Costa CC is available, the Transition administration shall meet with the Transition UTR site Rep(s) to determine which (if any) staff may need to have their work calendars adjusted in order to meet programmatic needs. Those staff shall be notified by no later than June 15th of the adjustment.
 - c. Not staff shall be required to work more than the standard work days within a calendar year. In the event that staff are asked to work beyond the standard number of workdays to meet program needs, volunteers shall be sought. Staff shall be paid at the hourly rate.
3. Education specialists in the Transition Program function within a secondary setting to help adult learners secure functional, independent life skills or a diploma. Assignment of students shall be based on Transition Teachers' teaching credential/s (ESN/MMSN) and certificates.

ARTICLE 53

COMMUNITY SCHOOLS

This article shall remain in effect thru June, 2027, or until state funding expires, whichever occurs later.

Section 1. Definition

1. Community schools provide not only tremendous opportunities for learning and success for students, but also offer hope, opportunity, and transformation to entire communities. A community school is defined as the heart of a community, uniting diverse and engaged stakeholders to make the school community stronger and support the Whole Child—meaning children are not just supported in academics but are learning in environments that make them feel safe, valued, engaged, challenged, and healthy. Community schools provide not only tremendous opportunities for learning and success for students, but also offer hope, opportunity and transformation to entire communities. Through programmatic, structural, and systemic shifts that center on collaborative leadership and practices, WCCUSD, UTR and partners seek to provide the

infrastructure for sustainability in the Community Schools strategy. WCCUSD Community schools are overseen at the district level by a Support Collaborative, in accordance with this document. Both parties commit to the success of the Community Schools transformational movement and will be utilizing and integrating a Community School ethos in their relationship with each other and other partners. Principles of labor /management collaboration will be integral to the success of this work.

2. The WCCUSD Board of Education shall adopt a new resolution to update Resolution 27-1213 as approved on October 10, 2012 in order to be consistent with the California Community Schools Partnership Program grant application awarded by the California Department of Education. The parties agree to the following:

Vision: At every stage of development, every WCCUSD student will not only become content masters but confident and healthy achievers who are prepared to accomplish their dreams, enhance communities, and thrive in college, career and life.

We believe that schools should be a supportive space for every member of our student's lives – parents, staff, community and peers – to build positive relationships and engage in authentic partnership to collectively achieve our school transformation goals.

3. In order to be considered as a designated Community School within WCCUSD, a site shall:
 1. Participate in the district's Community Schools opt-in process.
 2. Have a designated Community Schools Director as defined in this document.
 3. Have a site Action Collaborative in accordance with this document.
 4. Set aside a portion of the 30 hours of the site-based staff collaboration time (See Article 46) for community schools professional development. The format will be determined as part of designing the Collaboration Calendar (e.g., grade-level or department collaboration, peer learning...)
 5. Be protected from reconstitution, new charter co-location, or renewed charter co-location, unless prohibited by law.

Section 2. District Community Schools Support Collaborative

WCCUSD will model a community schools engagement ethos at all levels of this work. At the district level, the WCCUSD Community School Support Collaborative shall be formed. The Support Collaborative shall make decisions and provide all participating schools with a robust set of universal supports focusing on community engagement, positive school climate, and they key goals of the district's Instructional Focus Plan. The Support Collaborative will decide how funds are allocated and make policy decisions based on district date.

The Support Collaborative shall consist of 20 members composed of partners that share a commitment to support the purpose and creation of a Community School model in WCCUSD.

1. The WCCUSD Support Collaborative (Support Collaborative) shall
 - a. support Community Schools operations with planning, technical assistance and additional resources to support site level community school operations,
 - b. support messaging around WCCUSD’s community school implementation and strategy, and
 - c. design and support implementation of a Needs and Asset Assessment and Community Schools implementation rubric by April 2023.
2. There shall be four co-chairs: WCCUSD, UTR, a parent who is not an employee or contractor with the District, and another member from the following groups: other bargaining units, funders, or community. The fourth co-chair shall be selected by majority vote of members of the District MDAC, DLCAP, CAC, and AASAT committees. Each co-chair shall appoint 5 members to the Support Collaborative. The Support Collaborative shall consist of membership from labor, relevant community organizations and advocacy groups, funders, parents and students. The co-chairs shall (1) set the schedule of the meetings and determine the agenda, (2) help to lead critical projects of the Support Collaborative and (3) allocate matching resources towards the initiative.
 - a. Support Collaborative members will agree to serve on the committee for one year coinciding with the District’s fiscal year. Members may serve more than one year if a party reappoint them.

Section 3. System Change Collaborative

1. The WCCUSD System Change Collaborative shall be formed by February 2023 as a venue for supporting key West Contra Costa governmental entities in aligning strategies, policies, and funding, both to advance their respective priorities and to support the region’s growing community schools and racial equity movement.
2. The Systems Change Collaborative shall be responsible for aligning systems, shifting policies, catalyzing community wide partnerships, and providing guidance and support (both universal and targeted) to maximize services for students and families in WCCUSD community schools – particularly students and families who are furthest from opportunities.
3. Upon the conclusion of the Needs and Asset assessment, the System Change Collaborative shall support the design and implementation of regional and community wide solutions to the findings of the Needs and Asset Assessment through policy, resource allocation, and community programs as early as August, 2023.

Section 4. Action Collaboratives

1. Each participating school community shall establish its own Community School Action Collaborative (Action Collaborative) which shall be provided with programmatic and financial resources to meet the school's unique needs.
2. To implement transparency in shared decision-making procedures, the composition of Action Collaborative shall include a collaborative leadership mechanism that is composed of:
 - a. Family members, community members, and students (50%),
 - b. Staff from the classified bargaining units and UTR (50%),
 - c. Site Administrator,
 - d. Community School Director shall serve in a non-voting support role to the Action Collaborative unless voted into the Action Collaborative as a school staff member or community member.
3. Every community school's Action Collaborative shall continue or establish a climate team, CARE Team and Instructional leadership Team that supports school climate, multi-tiered system of supports (MTSS), and instructional planning, implementation, and oversight.
 - a. **Climate Teams** shall review discipline and vital signs data trends to develop, enhance, and monitor a site-based multi-tiered system of supports.
 - b. **CARE Teams** shall review CARE team Tier 2 and Tier 3 referrals and connect students and families to additional supports, and monitor individual student progress towards intervention goals, as well as track referral trends to inform their site based multi-tiered system of supports.
 - c. **Instructional Leadership Teams** shall review assessment and vital signs data trends to develop, enhance, and monitor a site-based instruction and academic student interventions and establish a calendar of site based professional development to support implementation of site-based instruction.
 - d. Each team shall interact with site-based Parent Student Advisory Committees (PSACs) to share its annual implementation plan and mid and end of the year data and implementation progress. Each team's implementation plan shall include a plan for Family and Community Engagement, aligned with its transformational priorities and incorporate feedback from site based PSACs to ensure cohesiveness.
4. Each school-level Action Collaborative will also design and implement targeted strategies specific to the needs of its site and community.

- a. **Integrated Student Supports:** each Action Collaborative will provide multidisciplinary, coordinated support for student wellbeing and success inclusive of Tier 1, Tier 2, and Tier 3 interventions for students in need of additional services. These practices shall be culturally and linguistically competent and inclusive of racially just and restorative school climates, and implementation of evidence based district SEL curriculum across all grade levels as suggested in the California Community Schools Framework and WCCUSD Resolution No. 49-1718 (Establishment of a Positive School Climate Policy).
 - b. **Family and Community Engagement:** each Action Collaborative will support the implementation of a regularly updated participatory needs and assets assessment of the school, students, families, and neighboring community and partner with community to share the results, and to design and inform the school plan and site priorities to ensure that families, community partners, and CSDs see themselves reflected in a cohesive school plan with explicit roles aligned to specific results.
 - c. **Collaborative Leadership and Practices:** Schools will engage, organize, and support teachers, school personnel, parents, students and community partners into working terms focused on specific issues identified in the needs and assets assessment (e.g., early learning, mental health, literacy, college and career readiness, afterschool, and mentoring). These teams may be combined or aligned with other school teams as appropriate.
 - d. **Expanded Learning:** Each action collaborative will support alignment of expanded learning to its school day priorities and ensure that program plans are developed in collaboration with the community and inclusive of student interventions.
5. Each Community schools Director (CSD) and Expanded Learning Coordinator will be a member of that school’s Action Collaborative and will participate in joint planning with the principal and team; recruitment, facilitation, and convening of partners, collaboration with school staff; facilitation of regular partner meetings, using data to determine services and program needs; and recruiting partner to fill gaps.
 6. At all community schools, school administrators and the Community School director will meet weekly, and with Expanded Learning Coordinator for progress updates and provision of mutual support.
 7. UTR members serving on the Action Collaborative for their school shall be considered to have fulfilled their Adjunct Duty obligation.
 8. UTR strongly supports that the District establish resources and procedures to meaningfully recognize the participation of non-employee parents, students and community members.
 9. In alignment with the California Community Schools Partnership Program (CCSPP) framework, Community Schools with WCCUSD shall use a shared decision-making model and participate in training throughout the 2023-24 academic year.

10. The Action collaborative shall not be obliged to act in the designated areas, and may delegate its authority to existing school committees if it believes they are functioning satisfactorily and inclusive of community, parents, staff and students.

Section 5. Community School Directors

Each Community School shall have a Community School Director, who shall be a members of that school's Action Collaborative and shall participate in: joint planning with the principal and team, recruitment, facilitation, and convening of partners, collaboration with school staff, facilitation of regular partner meetings, using data to determine services and program needs, and recruiting partners to fill gaps. The Support Collaborative shall develop the job description(s) during the 2022-23 academic year.

1. The Community Schools Director for each site shall be determined by the Site Action Collaborative for that site each year. Both certificated and classified staff shall be eligible to apply for this position.
2. In the event that a designated Community School has an existing partnership or is interested in partnering with a local community agency to fulfill the CSD position, and/or there are no qualified site-based staff interested in serving as the Community School Director, the site may choose to retain the contracted Community School Director.
3. In the event that an existing UTR-represented educator at the site is interested in working as the Community School Director, they shall be provided a leave of absence from their current position for the duration of their service as the Director. Upon completion of the role, they shall have priority status to bid on open positions before the transfer rounds of the following school year.
4. Site may choose to hire a UTR-represented CSD whom shall be paid on the UTR6 salary and work schedule. School sites shall be responsible for all salary costs that exceed Step 5 of the Student Support Supervisor salary schedule.

SALARY SCHEDULES

Appendix A: Schedule UTR 8, UCAM Teachers, Librarians

Effective July 1, 2022

Effective July 1, 2023

**SCHEDULE UTR8
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT SALARY SCHEDULE
TEACHERS AND LIBRARIANS
2022-2023**

Effective July 1, 2022 (Increased 7%)

STEP	RANGE BA BA + 0 - 29 SEM. UNITS	Cred. Plus RANGE 1 BA + 30 or BA + 15 with MA	Cred. Plus RANGE 2 BA + 45 or BA + 30 with MA	Cred. Plus RANGE 3 BA + 60 or BA + 45 with MA
	Annual	Annual	Annual	Annual
1	54,486.25	58,964.55	59,328.39	61,346.64
2	54,878.91	59,328.39	61,293.24	64,011.69
3	55,270.17	60,959.74	63,815.35	66,754.71
4	56,168.12	63,229.22	66,314.37	69,439.96
5	58,027.61	65,456.81	68,804.73	72,080.48
6	60,051.65	67,681.54	71,247.47	74,746.95
7	61,885.14	70,052.10	73,694.52	77,414.90
8	63,790.81	72,395.17	76,259.96	80,222.85
9	65,578.11	74,647.33	78,732.99	82,766.63
10		76,947.13	81,129.50	85,479.34
11		79,197.86	83,621.31	88,098.19
12		81,516.42	86,045.26	94,551.48
13		81,516.42	86,045.26	94,551.48
14		81,516.42	86,045.26	94,551.48
15		81,516.42	86,045.26	94,551.48
16		82,538.55	87,065.94	95,572.16
17		82,538.55	87,065.94	95,572.16
18		84,180.01	88,704.54	97,222.30
19		84,180.01	88,704.54	97,222.30
20		84,180.01	88,704.54	97,222.30
21		86,419.18	90,942.25	99,460.02
22		86,419.18	90,942.25	99,460.02
23		89,829.16	94,537.04	103,391.17
24		89,829.16	94,537.04	103,391.17
25		92,855.16	97,563.02	106,417.16
26		92,855.16	97,563.02	106,417.16
27		97,391.21	102,099.08	111,064.94

Employees on Range BA:

1. Will receive yearly step and column increases commensurate with their teaching and education experience; and
2. May move, commensurate with their education experience, to Ranges 1, 2, 3 **when they have their Preliminary or Clear Teaching Credential.**

All Employees:

1. Range placement is based on upper division and graduate units taken after a BA degree.
2. Employees new to the District : 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 had a valid teaching credential or teaching license during the time of service.
Effective July 1, 2022, there shall be no limit on the number of years that can be so credited for teachers applying to WCCUSD.
3. Employees shall serve 75% or more of the work year in order to advance to the next salary step.
4. See Article 22 Section 1
5. Work Year: 184 Days plus 72 Hours
6. Doctorate: \$2,000
7. All other stipends see Article 23

Approved by the Board of Education 03/01/2023

**SCHEDULE UTR8+3.5
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT SALARY SCHEDULE
TEACHERS AND LIBRARIANS
2022-2023**

Effective July 1, 2022 (Increased 7%)

STEP	RANGE BA BA + 0 - 29 SEM. UNITS	Cred. Plus RANGE 1 BA + 30 or BA + 15 with MA	Cred. Plus RANGE 2 BA + 45 or BA + 30 with MA	Cred. Plus RANGE 3 BA + 60 or BA + 45 with MA
	Annual	Annual	Annual	Annual
1	56,393.26	61,028.32	61,404.86	63,493.78
2	56,799.69	61,404.86	63,438.49	66,252.10
3	57,204.62	63,093.33	66,048.89	69,091.12
4	58,134.02	65,442.24	68,635.37	71,870.36
5	60,058.58	67,747.81	71,212.91	74,603.28
6	62,153.46	70,050.41	73,741.12	77,363.11
7	64,051.12	72,503.91	76,273.82	80,124.41
8	66,023.48	74,929.02	78,929.04	83,030.67
9	67,873.33	77,260.00	81,488.63	85,663.48
10		79,640.29	83,969.04	88,471.11
11		81,969.78	86,548.05	91,181.62
12		84,369.49	89,056.85	97,860.78
13		84,369.49	89,056.85	97,860.78
14		84,369.49	89,056.85	97,860.78
15		84,369.49	89,056.85	97,860.78
16		85,427.40	90,113.26	98,917.19
17		85,427.40	90,113.26	98,917.19
18		87,126.32	91,809.20	100,625.08
19		87,126.32	91,809.20	100,625.08
20		87,126.32	91,809.20	100,625.08
21		89,443.85	94,125.24	102,941.12
22		89,443.85	94,125.24	102,941.12
23		92,973.19	97,845.84	107,009.87
24		92,973.19	97,845.84	107,009.87
25		96,105.07	100,977.72	110,141.74
26		96,105.07	100,977.72	110,141.74
27		100,799.91	105,672.55	114,952.22

Employees on Range BA:

1. Will receive yearly step and column increases commensurate with their teaching and education experience; and
2. May move, commensurate with their education experience, to Ranges 1, 2, 3 **when they have their Preliminary or Clear Teaching Credential.**

All Employees:

1. Range placement is based on upper division and graduate units taken after a BA degree.
2. Employees new to the District : 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 had a valid teaching credential or teaching license during the time of service.
Effective July 1, 2022, there shall be no limit on the number of years that can be so credited for teachers applying to WCCUSD.
3. Employees shall serve 75% or more of the work year in order to advance to the next salary step.
4. See Article 22 Section 1
5. Work Year: 184 Days plus 72 Hours
6. Doctorate: \$2,000
7. All other stipends see Article 23

Approved by the Board of Education 03/01/2023

**SCHEDULE UCAM
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT SALARY SCHEDULE
CAMERON TEACHERS - 200 DAYS
2022-2023**

Effective July 1, 2022 (Increased 7%)

STEP	RANGE BA	Cred. Plus	Cred. Plus	Cred. Plus
	BA + 0 - 29 SEM. UNITS	RANGE 1 BA + 30 or BA + 15 with MA	RANGE 2 BA + 45 or BA + 30 with MA	RANGE 3 BA + 60 or BA + 45 with MA
	Annual	Annual	Annual	Annual
1	59,224.19	64,091.92	64,487.36	66,681.13
2	59,651.00	64,487.36	66,623.06	69,577.95
3	60,076.26	66,260.57	69,364.50	72,559.46
4	61,052.32	68,727.41	72,080.85	75,478.23
5	63,073.49	71,148.74	74,787.76	78,348.33
6	65,273.55	73,566.90	77,442.90	81,246.68
7	67,266.45	76,143.59	80,102.74	84,146.61
8	69,337.83	78,690.42	82,891.24	87,198.78
9	71,280.54	81,138.42	85,579.32	89,963.73
10		83,638.22	88,184.24	92,912.32
11		86,084.62	90,892.74	95,758.90
12		88,604.82	93,527.48	102,773.33
13		88,604.82	93,527.48	102,773.33
14		88,604.82	93,527.48	102,773.33
15		88,604.82	93,527.48	102,773.33
16		89,715.82	94,636.92	103,882.77
17		89,715.82	94,636.92	103,882.77
18		91,500.02	96,417.97	105,676.41
19		91,500.02	96,417.97	105,676.41
20		91,500.02	96,417.97	105,676.41
21		93,933.88	98,850.27	108,108.71
22		93,933.88	98,850.27	108,108.71
23		97,640.40	102,757.62	112,381.71
24		97,640.40	102,757.62	112,381.71
25		100,929.50	106,046.75	115,670.83
26		100,929.50	106,046.75	115,670.83
27		105,860.00	110,977.26	120,601.32

Employees on Range BA:

1. Will receive yearly step and column increases commensurate with their teaching and education experience; and
2. May move, commensurate with their education experience, to Ranges 1, 2, 3 **when they have their Preliminary or Clear Teaching Credential.**

All Employees:

1. Range placement is based on upper division and graduate units taken after a BA degree.
2. Employees new to the District : 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 had a valid teaching credential or teaching license during the time of service.
Effective July 1, 2022, there shall be no limit on the number of years that can be so credited for teachers applying to WCCUSD.
3. Employees shall serve 75% or more of the work year in order to advance to the next salary step.
4. Work Year: 200 Days
5. Doctorate: \$2,000
6. All other stipends see Article 23

Approved by the Board of Education 03/01/2023

**SCHEDULE UTR8
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT SALARY SCHEDULE
TEACHERS AND LIBRARIANS
2023-2024
Effective July 1, 2023 (Increased 7.5%)**

STEP	RANGE BA	Cred. Plus	Cred. Plus	Cred. Plus
	BA + 0 - 29 SEM. UNITS	RANGE 1 BA + 30 or BA + 15 with MA	RANGE 2 BA + 45 or BA + 30 with MA	RANGE 3 BA + 60 or BA + 45 with MA
	Annual	Annual	Annual	Annual
1	58,572.72	63,386.89	63,778.02	65,947.64
2	58,994.83	63,778.02	65,890.23	68,812.57
3	59,415.43	65,531.72	68,601.50	71,761.31
4	60,380.73	67,971.41	71,287.95	74,647.96
5	62,379.68	70,366.07	73,965.08	77,486.52
6	64,555.52	72,757.66	76,591.03	80,352.97
7	66,526.53	75,306.01	79,221.61	83,221.02
8	68,575.12	77,824.81	81,979.46	86,239.56
9	70,496.47	80,245.88	84,637.96	88,974.13
10		82,718.16	87,214.21	91,890.29
11		85,137.70	89,892.91	94,705.55
12		87,630.15	92,498.65	101,642.84
13		87,630.15	92,498.65	101,642.84
14		87,630.15	92,498.65	101,642.84
15		87,630.15	92,498.65	101,642.84
16		88,728.94	93,595.89	102,740.07
17		88,728.94	93,595.89	102,740.07
18		90,493.51	95,357.38	104,513.97
19		90,493.51	95,357.38	104,513.97
20		90,493.51	95,357.38	104,513.97
21		92,900.62	97,762.92	106,919.52
22		92,900.62	97,762.92	106,919.52
23		96,566.35	101,627.32	111,145.51
24		96,566.35	101,627.32	111,145.51
25		99,819.30	104,880.25	114,398.45
26		99,819.30	104,880.25	114,398.45
27		104,695.55	109,756.51	119,394.81

Employees on Range BA:

1. Will receive yearly step and column increases commensurate with their teaching and education experience; and
2. May move, commensurate with their education experience, to Ranges 1, 2, 3 **when they have their Preliminary or Clear Teaching Credential.**

All Employees:

1. Range placement is based on upper division and graduate units taken after a BA degree.
2. Employees new to the District : 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 had a valid teaching credential or teaching license during the time of service.
Effective July 1, 2022, there shall be no limit on the number of years that can be so credited for teachers applying to WCCUSD.
3. Employees shall serve 75% or more of the work year in order to advance to the next salary step.
4. See Article 22 Section 1
5. Work Year: 185 Days plus 72 Hours
6. Doctorate: \$2,000
7. All other stipends see Article 23

Approved by the Board of Education 03/01/2023

**SCHEDULE UTR8+3.5
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT SALARY SCHEDULE
TEACHERS AND LIBRARIANS
2023-2024**

Effective July 1, 2023 (Increased 7.5%)

STEP	RANGE BA	Cred. Plus	Cred. Plus	Cred. Plus
	BA + 0 - 29 SEM. UNITS	RANGE 1 BA + 30 or BA + 15 with MA	RANGE 2 BA + 45 or BA + 30 with MA	RANGE 3 BA + 60 or BA + 45 with MA
	Annual	Annual	Annual	Annual
1	60,622.75	65,605.44	66,010.22	68,255.81
2	61,059.67	66,010.22	68,196.38	71,221.01
3	61,494.97	67,825.33	71,002.56	74,272.95
4	62,494.07	70,350.41	73,783.02	77,260.64
5	64,562.97	72,828.90	76,553.88	80,198.53
6	66,814.97	75,304.19	79,271.70	83,165.34
7	68,854.95	77,941.70	81,994.36	86,133.74
8	70,975.24	80,548.70	84,848.72	89,257.97
9	72,963.83	83,054.50	87,600.28	92,088.24
10		85,613.31	90,266.72	95,106.44
11		88,117.51	93,039.15	98,020.24
12		90,697.20	95,736.11	105,200.34
13		90,697.20	95,736.11	105,200.34
14		90,697.20	95,736.11	105,200.34
15		90,697.20	95,736.11	105,200.34
16		91,834.46	96,871.75	106,335.98
17		91,834.46	96,871.75	106,335.98
18		93,660.79	98,694.89	108,171.96
19		93,660.79	98,694.89	108,171.96
20		93,660.79	98,694.89	108,171.96
21		96,152.14	101,184.63	110,661.70
22		96,152.14	101,184.63	110,661.70
23		99,946.18	105,184.28	115,035.61
24		99,946.18	105,184.28	115,035.61
25		103,312.95	108,551.05	118,402.37
26		103,312.95	108,551.05	118,402.37
27		108,359.90	113,597.99	123,573.64

Employees on Range BA:

1. Will receive yearly step and column increases commensurate with their teaching and education experience; and
2. May move, commensurate with their education experience, to Ranges 1, 2, 3 **when they have their Preliminary or Clear Teaching Credential.**

All Employees:

1. Range placement is based on upper division and graduate units taken after a BA degree.
2. Employees new to the District : 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 had a valid teaching credential or teaching license during the time of service.
Effective July 1, 2022, there shall be no limit on the number of years that can be so credited for teachers applying to WCCUSD.
3. Employees shall serve 75% or more of the work year in order to advance to the next salary step.
4. See Article 22 Section 1
5. Work Year: 185 Days plus 72 Hours
6. Doctorate: \$2,000
7. All other stipends see Article 23

Approved by the Board of Education 03/01/2023

**SCHEDULE UCAM
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT SALARY SCHEDULE
CAMERON TEACHERS - 200 DAYS
2023-2024**

Effective July 1, 2023 (Increased 7.5%)

STEP		Cred. Plus	Cred. Plus	Cred. Plus
	RANGE BA BA + 0 - 29 SEM. UNITS	RANGE 1 BA + 30 or BA + 15 with MA	RANGE 2 BA + 45 or BA + 30 with MA	RANGE 3 BA + 60 or BA + 45 with MA
	Annual	Annual	Annual	Annual
1	63,666.00	68,898.81	69,323.91	71,682.21
2	64,124.83	69,323.91	71,619.79	74,796.30
3	64,581.98	71,230.11	74,566.84	78,001.42
4	65,631.24	73,881.97	77,486.91	81,139.10
5	67,804.00	76,484.90	80,396.84	84,224.45
6	70,169.07	79,084.42	83,251.12	87,340.18
7	72,311.43	81,854.36	86,110.45	90,457.61
8	74,538.17	84,592.20	89,108.08	93,738.69
9	76,626.58	87,223.80	91,997.77	96,711.01
10		89,911.09	94,798.06	99,880.74
11		92,540.97	97,709.70	102,940.82
12		95,250.18	100,542.04	110,481.33
13		95,250.18	100,542.04	110,481.33
14		95,250.18	100,542.04	110,481.33
15		95,250.18	100,542.04	110,481.33
16		96,444.51	101,734.69	111,673.98
17		96,444.51	101,734.69	111,673.98
18		98,362.52	103,649.32	113,602.14
19		98,362.52	103,649.32	113,602.14
20		98,362.52	103,649.32	113,602.14
21		100,978.92	106,264.04	116,216.86
22		100,978.92	106,264.04	116,216.86
23		104,963.43	110,464.44	120,810.34
24		104,963.43	110,464.44	120,810.34
25		108,499.21	114,000.26	124,346.14
26		108,499.21	114,000.26	124,346.14
27		113,799.50	119,300.55	129,646.42

Employees on Range BA:

1. Will receive yearly step and column increases commensurate with their teaching and education experience; and
2. May move, commensurate with their education experience, to Ranges 1, 2, 3 **when they have their Preliminary or Clear Teaching Credential.**

All Employees:

1. Range placement is based on upper division and graduate units taken after a BA degree.
2. Employees new to the District : 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 had a valid teaching credential or teaching license during the time of service.
Effective July 1, 2022, there shall be no limit on the number of years that can be so credited for teachers applying to WCCUSD.
3. Employees shall serve 75% or more of the work year in order to advance to the next salary step.
4. Work Year: 200 Days
5. Doctorate: \$2,000
6. All other stipends see Article 23

Approved by the Board of Education 03/01/2023

SALARY SCHEDULES

**APPENDIX B: UTR NS & P
NURSES, SPEECH AND LANGUAGE PATHOLOGISTS &
PSYCHOLOGISTS**

Effective July 1, 2022

Effective July 1, 2023

SCHEDULE UTR NS&P
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
NURSES, SPEECH AND LANGUAGE PATHOLOGISTS, & PSYCHOLOGISTS
2022-2023
Effective July 1, 2022 (Increased 7%)

Step	RANGE A	RANGE B
	Annual	Annual
1	67,049.17	96,265.37
2	68,506.41	97,976.32
3	69,964.96	99,687.28
4	71,422.17	101,398.23
5	72,879.37	103,109.20
6		104,820.15
7		106,531.10
8		108,242.07
9		109,953.02
10		111,663.98
11		112,591.97
12		113,519.97
13		114,447.97
14		115,375.96
15		116,303.96
16		117,231.96
17		118,159.96
18		119,087.95
19		120,015.95
20		120,943.94
21		121,871.95
22		122,799.94
23		123,727.96
24		124,655.95
25		125,583.95

Placement on the Salary Schedule:

1. Initial placement for new hires is on Range A or B depending on holding a Waiver or License.
 Effective July 1, 2022, there shall be no limit on the number of years that can be so credited for teachers applying to WCCUSD.
2. Upon receiving a license the unit member will move from Range A (waiver) to Range B (license) and will be placed on Step 1.
3. Employees shall serve 75% or more of the work year in order to advance to the next salary step.
4. Speech Therapists whose assignment is that of a classroom teacher shall remain on Salary Schedule 6.
5. Work Year: 192 Days plus 51 Hours
6. Doctorate: \$2,000
7. All other stipends see Article 23

Approved by the Board of Education 03/01/2023

SCHEDULE UTR NS&P
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
NURSES, SPEECH AND LANGUAGE PATHOLOGISTS, & PSYCHOLOGISTS
2023-2024
Effective July 1, 2023 (Increased 7.5%)

Step	RANGE A	RANGE B
	Annual	Annual
1	72,077.86	103,485.27
2	73,644.39	105,324.54
3	75,212.33	107,163.83
4	76,778.83	109,003.10
5	78,345.32	110,842.39
6		112,681.66
7		114,520.93
8		116,360.23
9		118,199.50
10		120,038.78
11		121,036.37
12		122,033.97
13		123,031.57
14		124,029.16
15		125,026.76
16		126,024.36
17		127,021.96
18		128,019.55
19		129,017.15
20		130,014.74
21		131,012.35
22		132,009.94
23		133,007.56
24		134,005.15
25		135,002.75

Placement on the Salary Schedule:

1. Initial placement for new hires is on Range A or B depending on holding a Waiver or License.
 Effective July 1, 2022, there shall be no limit on the number of years that can be so credited for teachers applying to WCCUSD.
2. Upon receiving a license the unit member will move from Range A (waiver) to Range B (license) and will be placed on Step 1.
3. Employees shall serve 75% or more of the work year in order to advance to the next salary step.
4. Speech Therapists whose assignment is that of a classroom teacher shall remain on Salary Schedule 6.
5. Work Year: 193 Days plus 51 Hours
6. Doctorate: \$2,000
7. All other stipends see Article 23

Approved by the Board of Education 03/01/2023

SALARY SCHEDULES

APPENDIX C: SCHEDULE 6, CPS6

COUNSELORS, PROGRAM AND PROJECT ASSISTANTS, PROGRAM SPECIALISTS

Effective July 1, 2022

Effective July 1, 2023

SCHEDULE 6
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT SALARY SCHEDULE
COUNSELORS, PROGRAM ASSISTANTS, PROJECT ASSISTANTS AND PROGRAM SPECIALISTS
2022-2023

Effective July 1, 2022 (Increased 7%)

STEP	RANGE BA BA + 0 - 29 SEM. UNITS	RANGE 1 BA + 30 or BA + 15 with MA	RANGE 2 BA + 45 or BA + 30 with MA	RANGE 3 BA + 60 or BA + 45 with MA
	Annual	Annual	Annual	Annual
1	57,910.29	61,077.92	62,500.37	65,198.09
2	58,323.58	62,313.55	65,140.06	68,033.10
3	58,742.52	64,783.39	67,822.22	70,944.55
4	59,695.09	67,200.85	70,476.06	73,802.19
5	61,670.97	69,565.99	73,122.80	76,607.47
6	63,820.93	71,929.65	75,720.05	79,438.23
7	65,765.66	74,451.85	78,321.51	82,274.68
8	67,793.92	76,941.53	81,048.94	85,259.71
9	69,700.41	79,332.10	83,675.90	87,965.92
10		81,779.29	86,225.00	90,849.03
11		84,171.28	88,871.76	93,630.25
12		86,636.86	91,444.91	100,486.38
13		86,636.86	91,444.91	100,486.38
14		86,636.86	91,444.91	100,486.38
15		86,636.86	91,444.91	100,486.38
16		87,721.03	92,529.08	101,574.80
17		87,721.03	92,529.08	101,574.80
18		89,464.80	94,277.09	103,325.62
19		89,464.80	94,277.09	103,325.62
20		89,464.80	94,277.09	103,325.62
21		91,842.65	96,654.94	105,709.13
22		91,842.65	96,654.94	105,709.13
23		95,467.42	100,470.80	109,883.08
24		95,467.42	100,470.80	109,883.08
25		98,320.82	103,322.78	112,735.06
26		98,320.82	103,322.78	112,735.06
27		102,595.29	107,597.24	117,009.53

Initial Placement:

1. Current WCCUSD Employees: Current employees of the District shall receive year-for-year service credit for initial salary placement.
2. Employees new to the District : 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 had a valid credential or teaching license during the time of service.
 Effective July 1, 2022, there shall be no limit on the number of years that can be so credited for teachers applying to WCCUSD.
3. Employees shall serve 75% or more of the work year in order to advance to the next salary step.
4. Work Year: 189 Days plus 51 Hours
5. Doctorate: \$2,000
6. All other stipends see Article 23

Approved by the Board of Education 03/01/2023

SCHEDULE 6+3.5
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT SALARY SCHEDULE
COUNSELORS, PROGRAM ASSISTANTS, PROJECT ASSISTANTS AND PROGRAM SPECIALISTS
2022-2023

Effective July 1, 2022 (Increased 7%)

STEP	RANGE BA BA + 0 - 29 SEM. UNITS	RANGE 1 BA + 30 or BA + 15 with MA	RANGE 2 BA + 45 or BA + 30 with MA	RANGE 3 BA + 60 or BA + 45 with MA
	Annual	Annual	Annual	Annual
1	59,937.16	63,215.64	64,687.89	67,480.03
2	60,364.92	64,494.52	67,419.96	70,414.26
3	60,798.53	67,050.80	70,195.99	73,427.59
4	61,784.42	69,552.89	72,942.71	76,385.27
5	63,829.45	72,000.77	75,682.11	79,288.74
6	66,054.66	74,447.19	78,370.23	82,218.58
7	68,067.46	77,057.67	81,062.75	85,154.27
8	70,166.68	79,634.46	83,885.66	88,243.79
9	72,139.94	82,108.71	86,604.55	91,044.72
10		84,641.56	89,242.87	94,028.75
11		87,117.27	91,982.26	96,907.32
12		89,669.16	94,645.48	104,003.39
13		89,669.16	94,645.48	104,003.39
14		89,669.16	94,645.48	104,003.39
15		89,669.16	94,645.48	104,003.39
16		90,791.29	95,767.61	105,129.91
17		90,791.29	95,767.61	105,129.91
18		92,596.07	97,576.79	106,942.02
19		92,596.07	97,576.79	106,942.02
20		92,596.07	97,576.79	106,942.02
21		95,057.13	100,037.85	109,408.93
22		95,057.13	100,037.85	109,408.93
23		98,808.79	103,987.28	113,728.98
24		98,808.79	103,987.28	113,728.98
25		101,762.06	106,939.08	116,680.79
26		101,762.06	106,939.08	116,680.79
27		106,186.12	111,363.14	121,104.85

Initial Placement:

1. Current WCCUSD Employees: Current employees of the District shall receive year-for-year service credit for initial salary placement.
2. Employees new to the District : 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 had a valid credential or teaching license during the time of service.
 Effective July 1, 2022, there shall be no limit on the number of years that can be so credited for teachers applying to WCCUSD.
3. Employees shall serve 75% or more of the work year in order to advance to the next salary step.
4. Work Year: 189 Days plus 51 Hours
5. Doctorate: \$2,000
6. All other stipends see Article 23

Approved by the Board of Education 03/01/2023

**SCHEDULE CPS6
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT SALARY SCHEDULE
CAMERON PROGRAM SPECIALIST
2022-2023**

Effective July 1, 2022 (Increased 7%)

STEP	RANGE BA BA + 0 - 29 SEM. UNITS	RANGE 1 BA + 30 or BA + 15 with MA	RANGE 2 BA + 45 or BA + 30 with MA	RANGE 3 BA + 60 or BA + 45 with MA
	Annual	Annual	Annual	Annual
1	61,280.73	64,632.72	66,137.97	68,992.69
2	61,718.07	65,940.25	68,931.27	71,992.71
3	62,161.41	68,553.85	71,769.52	75,073.58
4	63,169.42	71,112.03	74,577.84	78,097.56
5	65,260.28	73,614.76	77,378.64	81,066.10
6	67,535.38	76,116.02	80,127.01	84,061.62
7	69,593.28	78,785.02	82,879.90	87,063.15
8	71,739.59	81,419.58	85,766.07	90,221.91
9	73,757.06	83,949.32	88,545.90	93,085.60
10		86,538.93	91,243.36	96,136.55
11		89,070.14	94,044.17	99,079.65
12		91,679.21	96,767.11	106,334.77
13		91,679.21	96,767.11	106,334.77
14		91,679.21	96,767.11	106,334.77
15		91,679.21	96,767.11	106,334.77
16		92,826.48	97,914.37	107,486.56
17		92,826.48	97,914.37	107,486.56
18		94,671.73	99,764.14	109,339.28
19		94,671.73	99,764.14	109,339.28
20		94,671.73	99,764.14	109,339.28
21		97,187.96	102,280.35	111,861.50
22		97,187.96	102,280.35	111,861.50
23		101,023.74	106,318.28	116,278.40
24		101,023.74	106,318.28	116,278.40
25		104,043.19	109,336.28	119,296.40
26		104,043.19	109,336.28	119,296.40
27		108,566.42	113,859.51	123,819.59

Initial Placement:

1. Current WCCUSD Employees: Current employees of the District shall receive year-for-year service credit for initial salary placement.
2. Employees new to the District : 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 had a valid credential or teaching license during the time of service.
Effective July 1, 2022, there shall be no limit on the number of years that can be so credited for teachers applying to WCCUSD.
3. Employees shall serve 75% or more of the work year in order to advance to the next salary step.
4. Work Year: 200 Days
5. Doctorate: \$2,000
6. All other stipends see Article 23

Approved by the Board of Education 03/01/2023

SCHEDULE 6
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT SALARY SCHEDULE
COUNSELORS, PROGRAM ASSISTANTS, PROJECT ASSISTANTS AND PROGRAM SPECIALISTS
2023-2024

Effective July 1, 2023 (Increased 7.5%)

STEP	RANGE BA BA + 0 - 29 SEM. UNITS	RANGE 1 BA + 30 or BA + 15 with MA	RANGE 2 BA + 45 or BA + 30 with MA	RANGE 3 BA + 60 or BA + 45 with MA
	Annual	Annual	Annual	Annual
1	62,253.56	65,658.76	67,187.90	70,087.95
2	62,697.85	66,987.07	70,025.56	73,135.58
3	63,148.21	69,642.14	72,908.89	76,265.39
4	64,172.22	72,240.91	75,761.76	79,337.35
5	66,296.29	74,783.44	78,607.01	82,353.03
6	68,607.50	77,324.37	81,399.05	85,396.10
7	70,698.08	80,035.74	84,195.62	88,445.28
8	72,878.46	82,712.14	87,127.61	91,654.19
9	74,927.94	85,282.01	89,951.59	94,563.36
10		87,912.74	92,691.88	97,662.71
11		90,484.13	95,537.14	100,652.52
12		93,134.62	98,303.28	108,022.86
13		93,134.62	98,303.28	108,022.86
14		93,134.62	98,303.28	108,022.86
15		93,134.62	98,303.28	108,022.86
16		94,300.11	99,468.76	109,192.91
17		94,300.11	99,468.76	109,192.91
18		96,174.66	101,347.87	111,075.04
19		96,174.66	101,347.87	111,075.04
20		96,174.66	101,347.87	111,075.04
21		98,730.85	103,904.06	113,637.31
22		98,730.85	103,904.06	113,637.31
23		102,627.48	108,006.11	118,124.31
24		102,627.48	108,006.11	118,124.31
25		105,694.88	111,071.99	121,190.19
26		105,694.88	111,071.99	121,190.19
27		110,289.94	115,667.03	125,785.24

Initial Placement:

1. Current WCCUSD Employees: Current employees of the District shall receive year-for-year service credit for initial salary placement.
2. Employees new to the District : 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 had a valid credential or teaching license during the time of service.
 Effective July 1, 2022, there shall be no limit on the number of years that can be so credited for teachers applying to WCCUSD.
3. Employees shall serve 75% or more of the work year in order to advance to the next salary step.
4. Work Year: 190 Days plus 51 Hours
5. Doctorate: \$2,000
6. All other stipends see Article 23

Approved by the Board of Education 03/01/2023

SCHEDULE 6+3.5
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT SALARY SCHEDULE
COUNSELORS, PROGRAM ASSISTANTS, PROJECT ASSISTANTS AND PROGRAM SPECIALISTS
2023-2024

Effective July 1, 2023 (Increased 7.5%)

STEP	RANGE BA BA + 0 - 29 SEM. UNITS	RANGE 1 BA + 30 or BA + 15 with MA	RANGE 2 BA + 45 or BA + 30 with MA	RANGE 3 BA + 60 or BA + 45 with MA
	Annual	Annual	Annual	Annual
1	64,432.45	67,956.81	69,539.48	72,541.03
2	64,892.29	69,331.61	72,476.46	75,695.33
3	65,358.42	72,079.61	75,460.69	78,934.66
4	66,418.25	74,769.36	78,413.41	82,114.17
5	68,616.66	77,400.83	81,358.27	85,235.40
6	71,008.76	80,030.73	84,248.00	88,384.97
7	73,172.52	82,837.00	87,142.46	91,540.84
8	75,429.18	85,607.04	90,177.08	94,862.07
9	77,550.44	88,266.86	93,099.89	97,873.07
10		90,989.68	95,936.09	101,080.91
11		93,651.07	98,880.93	104,175.37
12		96,394.35	101,743.89	111,803.64
13		96,394.35	101,743.89	111,803.64
14		96,394.35	101,743.89	111,803.64
15		96,394.35	101,743.89	111,803.64
16		97,600.64	102,950.18	113,014.65
17		97,600.64	102,950.18	113,014.65
18		99,540.78	104,895.05	114,962.67
19		99,540.78	104,895.05	114,962.67
20		99,540.78	104,895.05	114,962.67
21		102,186.41	107,540.69	117,614.60
22		102,186.41	107,540.69	117,614.60
23		106,219.45	111,786.33	122,258.65
24		106,219.45	111,786.33	122,258.65
25		109,394.21	114,959.51	125,431.85
26		109,394.21	114,959.51	125,431.85
27		114,150.08	119,715.38	130,187.71

Initial Placement:

1. Current WCCUSD Employees: Current employees of the District shall receive year-for-year service credit for initial salary placement.
2. Employees new to the District : 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 had a valid credential or teaching license during the time of service.
 Effective July 1, 2022, there shall be no limit on the number of years that can be so credited for teachers applying to WCCUSD.
3. Employees shall serve 75% or more of the work year in order to advance to the next salary step.
4. Work Year: 190 Days plus 51 Hours
5. Doctorate: \$2,000
6. All other stipends see Article 23

Approved by the Board of Education 03/01/2023

**SCHEDULE CPS6
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT SALARY SCHEDULE
CAMERON PROGRAM SPECIALIST
2023-2024**

Effective July 1, 2023 (Increased 7.5%)

STEP	RANGE BA BA + 0 - 29 SEM. UNITS	RANGE 1 BA + 30 or BA + 15 with MA	RANGE 2 BA + 45 or BA + 30 with MA	RANGE 3 BA + 60 or BA + 45 with MA
	Annual	Annual	Annual	Annual
1	65,876.78	69,480.17	71,098.32	74,167.14
2	66,346.93	70,885.77	74,101.12	77,392.16
3	66,823.52	73,695.39	77,152.23	80,704.10
4	67,907.13	76,445.43	80,171.18	83,954.88
5	70,154.80	79,135.87	83,182.04	87,146.06
6	72,600.53	81,824.72	86,136.54	90,366.24
7	74,812.78	84,693.90	89,095.89	93,592.89
8	77,120.06	87,526.05	92,198.53	96,988.55
9	79,288.84	90,245.52	95,186.84	100,067.02
10		93,029.35	98,086.61	103,346.79
11		95,750.40	101,097.48	106,510.62
12		98,555.15	104,024.64	114,309.88
13		98,555.15	104,024.64	114,309.88
14		98,555.15	104,024.64	114,309.88
15		98,555.15	104,024.64	114,309.88
16		99,788.47	105,257.95	115,548.05
17		99,788.47	105,257.95	115,548.05
18		101,772.11	107,246.45	117,539.73
19		101,772.11	107,246.45	117,539.73
20		101,772.11	107,246.45	117,539.73
21		104,477.06	109,951.38	120,251.11
22		104,477.06	109,951.38	120,251.11
23		108,600.52	114,292.15	124,999.28
24		108,600.52	114,292.15	124,999.28
25		111,846.43	117,536.50	128,243.63
26		111,846.43	117,536.50	128,243.63
27		116,708.90	122,398.97	133,106.06

Initial Placement:

1. Current WCCUSD Employees: Current employees of the District shall receive year-for-year service credit for initial salary placement.
2. Employees new to the District : 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 had a valid credential or teaching license during the time of service.
Effective July 1, 2022, there shall be no limit on the number of years that can be so credited for teachers applying to WCCUSD.
3. Employees shall serve 75% or more of the work year in order to advance to the next salary step.
4. Work Year: 200 Days
5. Doctorate: \$2,000
6. All other stipends see Article 23

Approved by the Board of Education 03/01/2023

SALARY SCHEDULES

APPENDIX D: TEACHER EXTRA-DUTY PAY SCHEDULE

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
TEACHER EXTRA-DUTY PAY SCHEDULE
Effective July 1, 2016**

MALE SPORTS		FEMALE SPORTS	
Baseball, Varsity	2,100	Basketball, Varsity	2,100
Baseball, J.V.	1,775	Basketball, J.V.	1,775
Basketball, Varsity	2,100	Basketball, Freshman	1,775
Basketball, J.V.	1,775	Cross-Country	1,775
Basketball, Freshman	1,775	Golf, Varsity	1,775
Cross-Country	1,775	Pep Squad	1,800
Football, Varsity	2,275	Soccer, Varsity	2,100
Football, Varsity Assistant	1,775	Soccer, J.V.	1,775
Football, J.V.	1,775	Softball, Varsity	2,100
Football, J.V. Assistant	1,625	Softball, J.V.	1,775
Football, Freshman	1,775	Swimming, Varsity	2,100
Football, Freshman Assistant	1,625	Swimming, J.V.	1,775
Golf, Varsity	1,775	Tennis, Varsity	1,775
Soccer, Varsity	2,100	Tennis, J.V.	1,625
Soccer, J.V.	1,775	Track, Varsity	2,100
Swimming, Varsity	2,100	Track, Assistant	1,625
Swimming, J.V.	1,775	Volleyball, Varsity	2,100
Tennis, Varsity	1,775	Volleyball, J.V.	1,775
Tennis, J.V.	1,625	Water Polo, Varsity	1,775
Track, Varsity	2,100	Water Polo, J.V.	1,625
Track, F/S or Varsity Assistant	1,625		
Volleyball, Varsity	2,100	FINE ARTS - (per semester)	
Volleyball, J.V.	1,775		
Water Polo, Varsity	1,775	Dance	975
Water Polo, J.V.	1,625	Drama	975
Wrestling, Varsity	2,100	Forensics	975
Wrestling, J.V.	1,775	Instrumental Music	975
		Vocal Music	975
		Middle School Intramural	975
CO-ED		High School Yearbook	975
Badminton, Varsity	2,100	Middle School Yearbook	975
Badminton, J.V.	1,175	High School Leadership Advisor	1,100
		Misc. Athletic Director (M and F)	1,100
		Journalism (if printed)	975

APPENDIX E

Suspensions Limited to Section

48900 (Ed. Code)

and

Suspension from Classroom Form

APPENDIX E

SUSPENSIONS LIMITED TO THE FOLLOWING REASONS DEFINED BY STATUTE

SECTION 48900 (Ed. Code):

A teacher may suspend any student from their class for any of the reasons listed below.

- a. Caused, attempted to cause, or threatened to cause personal injury to another person.
- b. Possessed, sold, or otherwise furnished any firearm, knife, explosive or other dangerous object unless, in the case of possession of any such object, 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, an alcoholic beverage, or an intoxicant of any kind.
- d. Unlawfully offered, arranged, or negotiated to sell any controlled substance or any 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 robbery or extortion.
- f. Caused or attempted to cause damage to school property or private property.
- g. Stole or attempted to steal school property or private property.
- h. Possessed or used tobacco.
- i. Committed an obscene act or engaged in habitual profanity or vulgarity.
- j. Unlawfully offered, arranged, or negotiated to sell any drug paraphernalia.
- 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.

A student may be suspended upon the first offense for items (a-e) above or for the other items if the student's presence causes a danger to person or property or threatens to disrupt the instructional process.

A student may be only be suspended for items (f-k) when other means of correction fail to bring about proper conduct.

Appendix E: Suspension from Classroom Form
Per Article 19, Section 1

SUSPENSION BY TEACHER West Contra Costa Unified School District United Teachers of Richmond	NAME (Last, First)	GRADE
	DATE	TIME

Reason for Suspension:

Other Means of Correction Previously Attempted (please note that other means of correction should be attempted before a teacher suspends a student from class):

Was student informed of reason for suspension?	Yes	No
Was student given an opportunity to give a statement about the incident?	Yes	No
Was student told of any evidence against them?	Yes	No
Was student and family given informed of and given a record of suspension notice?	Yes	No

Please note that all of the above must be completed before a teacher suspension from class.

*(a) A teacher may suspend any pupil from class, for any of the acts enumerated on the reverse of this form, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. If that action requires the continued presence of the pupil at the school site, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. **As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension.** If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. 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.*

(b) A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

(c) A teacher may also refer a pupil, for any of the acts enumerated in section 48900, to the principal or the designee of the principal for consideration of a suspension from the school.

Date and Time of Parent Notification: _____

Parent-Teacher Conference requested on _____ at _____ at _____ School.

Teacher Signature: _____

Send this completed form to the principal.

APPENDIX G
DISTRICTS' CALENDAR

2022-2023

2023-2024

2024-2025

West Contra Costa Unified School District School Calendar 2022-2023 (August 16-June 9) Revised

July '22

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

4 – Independence Day Holiday

January '23

S	M	T	W	T	F	S	
							2-District Holiday
1	2	3	4	5	6	7	3– Class Reconvene after recess
8	9	10	11	12	13	14	13 – End of 2 nd Quarter
15	16	17	18	19	20	21	16– Martin Luther King Holiday
22	23	24	25	26	27	28	17 – Secondary Work Day (No School Middle & High Schools)
29	30	31					31 – 100 th day

School Days 20E 19S

August '22

S	M	T	W	T	F	S	
							10– New Teacher Orientation
							11-12 – Professional Development
	1	2	3	4	5	6	11– In- Service Training Day
7	8	9	10	11	12	13	15 – Teacher Work Day
14	15	*16	17	18	19	20	16– First Day of School Min. Day
21	22	23	24	25	26	27	23 – Terence Martin Day (Memorial Day)
28	29	30	31				

School Days 12

February '23

S	M	T	W	T	F	S	
				1	2	3	4
5	6	7	8	9	10	11	20-24– Presidents' Week Recess (District Holidays)
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28					

School Days 15

September '22

S	M	T	W	T	F	S	
							1 – Back to School Night- Elementary Schools (Min. Day)
				*1	2	3	5 – Labor Day (District Holiday)
4	5	6	7	8	*9	10	8 – Back to School Night- Middle Schools
11	12	13	14	15	16	17	9– Middle Schools Only- Min. Day
18	19	20	21	22	*23	24	22 – Back to School Night- High Schools
25	26	27	28	29	30		23- High Schools Only-MIN day

School Days 21

March '23

S	M	T	W	T	F	S	
							1 – End of Trimester 2
				1	2	3	4
5	6	7	8	9	10	11	16 – Open House-Middle Schools
12	13	14	15	16	*17	18	17 – Middle Schools Only-MIN day
19	20	21	22	23	*24	25	23 – Open House- High Schools-
26	27	28	*29	30	31		24 – High Schools Only- MIN day
							28 – End of 3 rd Quarter
							29– Middle & High School (Mark Report Card- MIN day)
							31-No School (reserved day2)

School Days 22

October '22

S	M	T	W	T	F	S	
							10- No School (reserved day1)
2	3	4	5	6	7	8	19 – End of 1 st Quarter
9	10	11	12	13	14	15	
16	17	18	19	*20	21	22	20 – Minimum Day Middle/High Schools (Mark Report Cards)
23	24	25	26	27	28	29	
30	*31						31 – Minimum Day, K-8

School Days 20

April '23

S	M	T	W	T	F	S	
							1
2	3	4	5	6	7	8	3– District Holiday
9	10	11	12	13	14	15	3-7 – Spring Recess (No School)
16	17	18	19	*20	21	22	20* – Open House Elementary Schools -Minimum Day
23	24	25	26	27	28	29	
30							

School Days 15

November '22

S	M	T	W	T	F	S	
							1– Elementary Conference Day (No School, Elementary Only) 2,3,4,7,8-Elementary Conference (Min. Days, Elementary Only) 4-End of Trimester 1
		*1	*2	*3	*4	5	8- Middle & High Schools – Min. Day
6	*7	*8	9	10	11	12	11 – Veterans' Day Holiday
13	14	15	16	17	*18	19	18 – Minimum Day All Schools
20	21	22	23	24	25	26	21-25 – No School
27	28	29	30				24-25 – Thanksgiving Holiday

School Days 15E 16S

May '23

S	M	T	W	T	F	S	
							26-No School (reserved day 3)
	1	2	3	4	5	6	29 – Memorial Day - Holiday
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				

School Days 21

December '22

S	M	T	W	T	F	S	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	*16	17	*16 – Minimum Day All Schools
18	19	20	21	22	23	24	19-30 – Winter Recess (No School)
25	26	27	28	29	30	31	23,26– District Holidays

School Days 12

June '23

S	M	T	W	T	F	S	
							9 – Last day of School (Noon Dismissal)
				1	2	3	
4	5	6	7	8	*9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	19-Juneteenth Holiday
25	26	27	28	29	30		

School Days 7

<ul style="list-style-type: none"> Holiday No School Teacher Workday Professional Development New Teacher Orientation 8/23 Terence Martin Day First/Last day of school 100th Day 	<p>Total School Days 180 Total Teacher Workdays 184 *(2 Self-Directed Learning Days)</p> <p>*MIN-Minimum Day First Semester 91 Second Semester 89</p> <p> No School Reserved Days to be utilized for an unforeseen circumstance</p>	<p>End-Trimester 1 -55 End-Trimester 2 - 62 End-Trimester 3 - 63</p>
Board Approved 5.20.20 8/1/22 revised		

West Contra Costa Unified School District School Calendar 2023-2024 (August 15-June 7) **Revised**

July '23

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

4 – Independence Day Holiday

January '24

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

1-District Holiday
2- Class Reconvene after recess
12- End of 2nd Quarter
15- Martin Luther King Holiday
16 – Secondary Work Day (No School Middle & High Schools)
30 – 100th day

August '23

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

9- New Teacher Orientation
10-11 – Professional Development
10- In- Service Training Day
14 – Teacher Work Day
15- First Day of School Min. Day
23 – Terence Martin Day (Memorial Day)

February '24

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

19-23- Presidents' Week Recess (District Holidays)

September '23

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

4 – Labor Day (District Holiday)
7 – Back to School Night- Elementary Schools (Min. Day)
14 – Back to School Night- Middle Schools
15- Middle Schools Only- Min. Day
28 – Back to School Night- High Schools
29- High Schools Only-MIN day

March '24

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

6- End of Trimester 2
14 – Open House-Middle Schools
15- Middle Schools Only-MIN day
21 – Open House- High Schools-
22 – High Schools Only- MIN day
27 – End of 3rd Quarter
28- Middle & High School (Mark Report Cards- MIN day)
29-No School (reserved day2)

October '23

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

9 - Indigenous Peoples' Day No School
24 – End of 1st Quarter
25 – Minimum Day Middle/High Schools (Mark Report Cards)
31 – Minimum Day, K-8

April '24

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

1-5- Spring Recess (No School)
1- District Holiday
18* – Open House Elementary Schools -Minimum Day

November '23

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

1- Elementary Conference Day (No School, Elementary Only-2,3,4,7,8,9-Elementary Conference (Min. Days, Elementary Only)
7- Middle & High Schools – Min. Day
8- End of Trimester 1
10 – Veterans' Day Holiday
17 – Minimum Day All Schools
20-24 – No School
23-24 – Thanksgiving Holiday

May '24

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

24-No School (reserved day 3)
Teacher-directed workday
27 – Memorial Day - Holiday

December '23

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

*15 – Minimum Day All Schools
18-29 – Winter Recess (No School)
25,26- District Holidays

June '24

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

7- Last day of School (Noon Dismissal)
19-Juneteenth Holiday

<ul style="list-style-type: none"> Holiday No School Teacher Workday Professional Development New Teacher Orientation 8/23 Terence Martin Day First/Last day of school 100th Day 	<p>Total School Days 180 Total Teacher Workdays 185 **{2 Self-Directed Learning Days}</p> <p>*MIN-Minimum Day First Semester 91 End-Trimester 1 -58 Second Semester 89 End-Trimester 2 - 64 End-Trimester 3 - 58</p> <p> No School Reserved Days to be utilized for an foreseen circumstance</p> <p style="font-size: small;">Board Approved 5.20.20 10/25/23revised</p>	
---	--	--

West Contra Costa Unified School District School Calendar 2024-2025 (August 19-June 11)

July '24							January '25						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
										1	2	3	4
	1	2	3	4	5	6	5	6	7	8	9	10	11
7	8	9	10	11	12	13	12	13	14	15	16	17	18
14	15	16	17	18	19	20	19	20	21	22	23	24	25
21	22	23	24	25	26	27	26	27	28	29	30	31	
28	29	30	31										
School Days 10							School Days 19E 18S						
August '24							February '25						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	*19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	*29	30	31	23	24	25	26	27	28	
School Days 10							School Days 15						
September '24							March '25						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
													1
1	2	3	4	5	6	7	2	3	4	5	6	7	8
8	9	10	11	12	*13	14	9	10	11	12	13	*14	15
15	16	17	18	19	20	21	16	17	18	19	20	*21	22
22	23	24	25	26	*27	28	23	24	25	26	*27	28	29
29	30						30	31					
School Days 20							School Days 20						
October '24							April '25						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5			1	2	3	4	5
6	7	8	9	10	11	12	6	7	8	9	10	11	12
13	14	15	16	17	18	19	13	14	15	16	*17	18	19
20	21	22	*23	24	25	26	20	21	22	23	24	25	26
27	28	29	30	*31			27	28	29	30			
School Days 22							School Days 17						
November '24							May '25						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						2					1	2	3
3	*4	*5	*6	*7	*8	9	4	5	6	7	8	9	10
10	11	*12	13	14	15	16	11	12	13	14	15	16	17
17	18	19	20	21	*22	23	18	19	20	21	22	24	
24	25	26	27	28	29	30	25	26	27	28	29	30	31
School Days 14E 15S							School Days 20						
December '24							June '25						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	*11	12	13	14
15	16	17	18	19	*20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30					
School Days 15							School Days 8						

	<p>Total School Days 180</p> <p>Total Teacher Workdays 185</p> <p>** (2 Self-Directed Learning Days)</p>	
	End-Trimester 1 -57	
	End-Trimester 2 - 62	
	End-Trimester 3 - 61	
	First Semester 92	
	Second Semester 88	
	No School Reserved Days to be utilized for a foreseen circumstance	

Board Approved: 10-25-23

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

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, formal study leave and other approved leaves of absence shall not constitute a break in service. Time spent on a formal study leave 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 Human Resources 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)

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 Human Resources 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 PACKET
(CURRENTLY UNDER REVIEW)

APPENDIX- K
WCCUSD Self-Directed Learning Days, Collaboration and PD
Documentation Requirements

APPENDIX K

**WCCUSD Self-Directed Learning Days:
Collaboration and Professional Development
Documentation Requirements**

Per Article 22, of the United Teachers of Richmond Collective Bargaining Agreement, bargaining unit members will complete twelve (12) hours of peer collaboration or professional development that furthers professional growth and develops instructional practices to better support student learning.

For each school year, complete documentation shall be provided by June 1 in the manner agreed between the Union and District as described in Article 22.

Peer collaboration and professional development options include:

Category of Work	Examples of Options	Documentation Requirements
1. Self-directed peer collaboration	<ul style="list-style-type: none"> • Collaborative lesson planning • Collaborative student intervention • Collaborative review of instructional practices and student outcomes 	<p>All of the items below should be uploaded to for verification of completion in the manner agreed between the Union and District.:</p> <ol style="list-style-type: none"> 1. An agenda 2. Sign-in sheet 3. Minutes
2. Self-directed online professional learning	<ul style="list-style-type: none"> • Teaching Channel .org • Edutopia.org/videos • TeachersNetwork.org/videos • www.teachertube.com 	When submitting documentation respond to a reflective prompt for each video watched.
3. District-directed professional learning	<ul style="list-style-type: none"> • Keenan SafeSchools Training • Edivate PDs • WCCUSD PD via online • PD calendar • New Teachers series 	Documentation is done through the training itself. It must also be reported in the manner agreed between the Union and District
4. Site-directed professional development or peer collaboration	Any other peer collaboration or professional development that furthers professional growth and develops instructional practices to better support student learning, as determined by the teacher's ILT or site administrator.	Signed agreement by teacher and principal or ILT. A work product must be uploaded in the manner agreed between the Union and District
5. Work to maintain a safe and supportive school environment for students and the school community	Any self-directed or collaborative work to ensure that the school environment is safe and supportive of students, the community, and all school employees	A description of work must be uploaded in the manner agreed between the Union and District
6. Attend IEP Meetings	Members attend an IEP meeting to collaborate on the educational plan for one of their students	The case manager will use the IEP meeting notice to document the IEP meeting. This meeting must also be reported by the member in the manner agreed between the Union and District

**See Article 22 Section 1 (f) 5 (C) and 6 (C) for clarification on when members may timecard for attending IEP meetings.*

APPENDIX – L
GRIEVANCE FORM

UNITED TEACHERS OF RICHMOND, CTA/NEA 

700 Crestview Drive • Pinole, CA 94564 • (510) 222-5112 • Fax (510) 222-5114

Grievance #

Level I

Grievant: _____

School/Dept: _____ **Supervisor:** _____

Contract section(s) violated:

Cause for Grievance (include date of infraction and/or when infraction became known to grievant):

Remedy:

Informal Held **date:** _____

Supervisor: _____

Moved to Level II: **date:** _____

Supervisor Response attached _____

Moved to Arbitration: **date:** _____

Grievant

Date

UTR Representative

Date

UNITED TEACHERS OF RICHMOND, CTA/NEA

700 Crestview Drive • Pinole, CA 94564 • (510) 222-5112 • Fax (510) 222-5114

Please document all conversations, meetings, email, and other communication on this sheet. This will support your position in case of the need to file a grievance.

Date	Participants	Summary	Outcome

APPENDIX – M
SAFETY COMPLAINT FORM
(CURRENTLY UNDER REVIEW)

INDEX

A		D	
Academic Freedom	79	Definition – the term ‘day’	3
Added Duty Assignments.....	9	Definitions	2
Adjunct Duties	13	Dental Insurance.....	61
Adjustment period - Over enrollment	17	Department Chairperson.....	14
Administrative Transfer	32	Discrimination	71
Agreement	2	Dismissal	
Alternative Schedule- Secondary.....	10	Adverse Evaluation	38, 111
Arbitration.....	41	Dismissal time, Friday.....	12
Assault	46	Displacement	18
Industrial Accident.....	20	Domestic Partner	3
Assignments		Domestic Partner Health Benefits	61
Counselors	17	Dues.....	6
Librarian	18	Duty-free Lunch	11
Music	17		
Automobile		E	
Accident Liability	47	Earthquake Procedures	47
Damage/Vandalism.....	63	Elementary Workday.....	8
B		Emergency Procedures	47
Behavior Problem-Student	48	Employee Assistance Program	79
Benefits	60	Enrollment, Decline in.....	31
Domestic.....	61	Evaluation	
Part-time employees	61	Deadlines.....	37, 109
Retiree.....	61	Dismissal.....	38, 111
Bereavement Leave.....	18	Negative	37, 110
Bilingual		Procedure	36, 109
Combination Classes.....	14	Psychologists.....	39, 111
Temporary Contract.....	68	Expenses, Travel & Mailing.....	49
C		Extended Illness Leave.....	19
Calendar	50	Extra Duty	60
Child Care Leave.....	25	F	
Class size		Faculty meetings & agendas.....	12
Adjustment.....	16	Faculty Room	
Equality of	67, 90	Conditions	47
Classroom Conditions	47	Displacement.....	18
Classroom Suspension	45, 120	Family Illness Leave.....	20
Combination Classes.....	14	File, Personnel	44
Committees	6	Force, Use of	46
Communication - Classroom.....	48	formal study leave	27
Conference Period.....	8	Formal Study Leave.....	26
Contracts	71	Bond	28
Counselor Transfer.....	33	Friday Dismissal	12
Counselors.....	17	G	
Counselor-Student Ratio	17	Graduation Working.....	59
Court Summons--Jury Duty	19	Grievance Procedure.....	40
Credit/Units.....	57	Arbitration	41
Curriculum Development Specialist.	67, 91	End of the school year.....	42

Formal Procedure.....	41	Extended Illness	19
Independent of Union	42	Family Illness	20
Individual.....	42	Health	20
Informal Procedure	40	Industrial Accident/Illness.....	20
Release time.....	43	In-Service	22
Workday definition.....	42	Legislative	22
<i>H</i>			
Harassment.....	70	Military.....	26
Health Insurance.....	60	Observation (New Teacher)	80
Health Leave	20	Personal.....	25
Heating, Classroom.....	47	Personal Necessity	26
High School Workday.....	8	Personal, Extended.....	20
Holiday, dismissal	12	Professional	26
Hours and Duty Assignment	8	Quarantine	21
<i>I</i>			
Illness Leave-Extended	19	Return fom Leave.....	29
Immediate family	3	Salary Credit (unpaid leave).....	29
Industrial Accident	20	Sick.....	28
Industrial Accident/Illness Leave.....	20	Study	28
In-Service Leave	22	Union.....	18
In-service meetings		Workers Compensation	20
Special Education	87	Length of Agreement.....	2
Instructional Day		Liability insurance	47
Regular.....	3	Librarian Assignment	18
Special Education	87	Library	
Insurance		Displacement.....	18
Auto Damage	63	Library safety	48
Dental, Health, Vision	61	Lights, Classroom.....	47
IRS 125 Plan	61	Lockout.....	70
Property Damage	62	Long-term substitute Teacher	64
Retiree.....	61	Lunch.....	11
Intercom System-communication.....	48	Yard Duty.....	13
Involuntary Transfer.....	31	<i>M</i>	
Itinerant Teachers.....	68	Mail, School	5
Schedule changes.....	49	Mailing Expenses	49
Work Space, Storage.....	68	Management Rights.....	4
<i>J</i>			
Job Sharing.....	65	Meetings, Faculty other	6
Jury Duty.....	19	Meetings, IEP	87
<i>K</i>			
K/1 Combination Classes	15	Middle School Workday.....	8
<i>L</i>			
Leaves		Military Leave	26
Benefits and (unpaid Leave)	29	Minimum Day	3, 51
Bereavement	18	Moving Assistance (Transfers).....	34
Child Care Leave	25	<i>N</i>	
Court Summons	19	New Program Implementation.....	18
<i>M</i>			
		New Teacher Support	79
		New Teacher Workshops.....	79
		NontraDitional Schedules	11
		Nurses	67, 91
<i>O</i>			
		Observation Leave (New Teacher)	80
		Observer	12

One Hundred Twenty-Five Plan, IRS	61	Retiree Benefits	61
Organizational Security	6	Retirement	
<i>P</i>		Early Retirement (not currently available)	72
Parent Complaint.....	43	Employment after age 65	128
Parent Visits	12	Phase-in (not currently available).....	72
Part-time Employees	65	<i>S</i>	
Benefits	65	Safety	45
Job Sharing	65	Salary	55
Sick leave.....	28	Advancement.....	58
Transfer to Full-time.....	65	Counselors & Project Assist.....	57
Pay, Extra-Duty.....	8	Credit.....	58
Payroll, Errors	59	Error	59
Period Substitution	64	Extra Duty Pay	60
Personal Leave	25	Graduation Ceremony	59
Extended	20	Initial Placement.....	57
Personal Necessity Leave.....	26	Salary Schedules.....	55, 100, 17
Personnel File.....	44	Savings Clause.....	71
Physical Assault	46	School Calendar.....	50
Physical Exam.....	20	School Closure.....	31
Physician, Referral to	20	School Mail System.....	5
Preparation Time, Elementary.....	10	Scope of Representation	4
Preparations, Number of	11	Secondary Education	
President's (UTR) Leave	5	Alternative Schedule	10
Professional Growth.....	58	Security	
Professional Leave	26	Two-way Communication.....	48
Program Assistants.....	67, 91	Self-Defense	46
Program Specialists.....	67	Shared Decision-Making	75
Progressive Discipline.....	7	Sick Leaves	28
Project Teachers.....	63	Doctor Verification	28
Promotion.....	73	Part-time employees.....	28
Property Damage, Personal	62	Quarantine	21
Psychologist		Site Council	6
Assignment	67	Sixth-Period Assignment	
Evaluation	39, 111	Added-Duty Assignment.....	9
Evaluations.....	39, 112	Special Education	
Referral to	46	Aide Assignment.....	87
Salary	59	IEP meetings	87
Work Year	67, 90	Transfer	29
<i>Q</i>		Strike/Work Stoppage.....	69
Quarantine	21	Study Leave	28
<i>R</i>		Subcontracting.....	68
Reassignments.....	29	Substitute teachers	64
Recognition	4	Substitute Teachers	
Release Time		Period Substitution	64
Grievance Procedure and	43	Successor Agreement	3
UTR President	5	Summer school	69
Relief Periods.....	11	Suspension from Classroom Form.....	119
Reopeners.....	2	<i>T</i>	
Representation by Union.....	4	Task Force	6
		Teacher Support & Assistance.....	79

Telephone Numbers	6
Threats.....	46
Transcripts.....	59
Transfer	
Administrative	32
Counselor.....	33
Involuntary.....	31
Moving Assistance.....	34
Posting	34
Seniority Date	29
Tie Break	34
Voluntary	30
Travel Expenses	49
Tuberculosis Test	50
<i>U</i>	
Union	
Bulletin Board.....	5
Dues	6
Leave	18
Representation	7

Right.....	5
Wednesday	6
<i>V</i>	
verbal Assault	46
Vision Service Plan	61
Visitor Procedures	48
Volunteer, Classroom	12
<i>W</i>	
Work Day	
Non-classroom Teacher.....	11
Special Education.....	87
Work Space Displacement.....	18
Workers' Compensation	20
Working Conditions	47
Work-in-Progress.....	59
<i>Y</i>	
Yard Duty,Lunch	13