Complete Board meeting packets are

available for review at the Administration Building, the District's six high schools, on the District Website, www.wccusd.k12.ca.us/sb/packets,

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

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

C. THE NEXT REGULARLY SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – January 6, 2010

D. ADJOURNMENT

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

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

[redacted]

From: Sheri Gamba, Associate Superintendent Business Services **Agenda Item:** B.1

[redacted]

Jessica Romeo, Assistant Superintendent Human Resources

[redacted]

WAS THIS COST INCLUDED IN THE LATEST

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

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

~~200 per week for P.E. teachers~~

3. Grade 6, 7, and 8 teachers in a departmentalized program in a K-8 school shall be assigned a maximum number of student contacts equivalent to four classes.

~~3. The district shall implement the State-funded program for 9th grade Class Size Reduction as allowed by facilities, teacher availability, and on-going funding.~~

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

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

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

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

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

Section 5. Special Education.

1. RSP teachers shall be assigned on the basis of one (1) for each twenty-four (24) students. No RSP teacher shall be assigned more than twenty-eight (28) students with, if at all possible, a maximum of eight (8) per period.

2. Non-Severely Handicapped (NSH): Teachers of non-severely handicapped students shall be assigned on the average of one (1) teacher for every sixteen (16)

3.

c. Differential in specialist/student ratio between elementary and secondary schools.

d. CAT scores ranking at school sites.

e. Special skills, credentials, and experience of specialists.

f. Special assignments for the CH (Hearing Impaired), PH (Orthopedically Handicapped), and Bilingual Programs.

g. IEP requirements.

1. Every effort shall be made to keep assignments in reasonable geographical proximity.

2. Every effort shall be made to equalize the total workload among specialists. The needs of each school and requests of the specialists and administrators involved shall be considered.

~~3. Every school site shall have one-half day per week service at minimum.~~

4. Each specialist shall be assigned one-half day per week for indirect therapy time.

5. Speech and language specialist caseloads shall be assigned consistent with State and Federal requirements which currently are as follows:

   a. The average caseload for language, speech, and hearing specialists in districts, county offices, or special education local plan areas shall not exceed fifty-five (55) cases, unless the local comprehensive plan specifies a higher average caseload and the reasons for the greater average caseload.

   b. Caseloads of full-time equivalent language, speech, and hearing specialists providing instruction and services within the District, special education local plan area, or county office shall not exceed a District-wide, special education local plan area-wide, or county-wide average of fifty-five (55) individuals unless prior written approval has been granted by the State Superintendent of Public Instruction.

   c. The maximum caseload for a speech and language specialist providing services exclusively to individuals with exceptional needs, between the ages of three and five years, inclusive as defined in Education Code Sections 56441.11 or 56026, shall not exceed a count of forty (40).

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

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

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

~~1. Groupings shall be accomplished to the extent possible under current staffing allocations.~~

~~2. There shall be a minimum of ten (10) students and a maximum of twenty-five (25) students in each group.~~

~~3. If there are more LEP students in need of such instruction than can be accommodated, the most serious language problems shall be handled first.~~

~~4. Groups shall be established for at least two (2) periods/day (e.g., English and Reading).~~

~~5. Groups shall be ungraded if necessary.~~

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

Section 14. The District shall not implement new programs at any school if such implementation will displace a unit member from his/her work space unless such displacement will result in

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

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

1. The accident or illness must have arisen out of and in the course of the employment of the employee, and must be accepted as a bona fide injury or illness arising out of and in the course of employment.

2. Allowable leave shall be for sixty (60) days during which the schools of the District are required to be in session, or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.

3. Allowable leave shall not be accumulated from year to year.

4. The leave under these rules and regulations shall commence on the first day of absence.

5. When a person is absent from his/her duties because of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs which, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.

6. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award.

7. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

8. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received for his/her industrial accident or illness. The District, in turn, shall issue the employee's salary and shall deduct normal retirement and other authorized contributions.

9. The benefits provided by these rules and regulations shall be applicable to all employees immediately upon becoming employed by the District.

10. An employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

11. The District shall post in each school building information about the basic procedures to be followed in cases of on-the-job and in-course-of-employment illness or injury.

12. Notwithstanding the provisions of Sections 8.2 and 8.3, teachers who are absent due to a physical assault which occurs as a result of the performance of their duties shall be allowed, upon proper medical substantiation, industrial accident and illness leave for up to 100 days.

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

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

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

Section 12. Maternity and Child Care Leave.

1. The length of disability leave of absence due to pregnancy, miscarriage, childbirth, and recovery therefrom, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. The physician's signature verifying commencement and cessation of disability will be required on a District form.

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for absences necessitated by pregnancy, miscarriage, childbirth, and recovery

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4. **Child Care** male teacher who is a natural or adopting parent an unpaid leave of absence for the purpose of re
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a. Approval by the Assistant Superintendent for Personnel Services must be granted.

b. Employees who are authorized to represent the District at educational meetings and conferences may be allowed to attend at no loss of salary, and actual and necessary expenses shall be paid.

c. Employees other than those authorized to represent the District shall be allowed to attend recognized educational conferences held by organizations whose sole purpose is education. This shall be at no cost to the District.

Section 17. Sabbatical Leave.

1. Eligibility. Any certificated employee of the West Contra Costa Unified School District who has been an employee of the West Contra Costa Unified Schools for not less than seven (7) consecutive years shall upon request and pursuant to the qualifications below, be granted a leave of absence for one (1) semester or one (1) year. The District shall grant ten (10) sabbatical leaves annually.

   a. Applications for sabbatical leaves shall be submitted to the Personnel Office between September 1 and December 31 of the school year prior to the proposed leave.

   b. Recommendations to the Board of Education for approval will be made on the basis of number of years of service, with priority being given to employees who have not had a sabbatical leave. In cases of prior sabbatical leave having been granted, the employee with the most years of service since last sabbatical shall have priority.

   c. Applications for single-semester sabbatical leaves will be considered on the same basis as those for full year. Employees having used a half-year sabbatical shall have priority over those having used a full year.

   d. The deadline for withdrawing a request shall be April 1.

2. **Formal Study.** An applicant who applies for professional leave under this Section shall agree to undertake at least twelve (12) upper division or eight (8) graduate units, or a total of ten (10) upper division and graduate units per semester, or a doctoral dissertation study in an accredited university of higher learning. Evidence of the successful completion of the formal study program shall be filed in the form of a transcript, certified by an approved institution, of work taken and grades earned.

3. **Independent Study.** An applicant for an independent study leave shall agree to pursue a program of study, research, and/or experience under the guidance of a

titution of higher learning. The program must be at

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e. **Status.** A year of sabbatical leave shall be credited as a year of service in the District for salary purposes. At the expiration of the leave the employee shall, unless otherwise agreeable or unless transfer policy indicates otherwise, be returned to the position held at the time leave was granted.

f. **Terms of Payment.** Salary for a certificated employee on sabbatical leave may be paid in one of the following manners:

(1) Salary for sabbatical leave may be paid in two (2) equal annual installments, without the necessity of posting an indemnity bond. The first installment will be paid at the end of the first semester after the return of the employee from leave, provided that the employee has received salary, for a minimum of seventy-five (75) days during the first semester of return to duty. If the employee has not received salary for such a minimum number of days during the first installment, the employee will be paid at the end of the second semester.

The second installment will be paid at the end of the third semester as explained above.

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

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

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

a. All credited semester hours must have been earned at institutions recognized by the Commission on Teacher Credentialing in the issuance of credentials.

b. The basis of the professional schedule is the Bachelor's Degree or its recognized equivalent. Only units earned after securing the degree, in upper division or graduate courses, at an institution recognized by the Commission on Teacher Credentialing will be recognized for initial placement on the salary schedule. Units recognized by the college as post baccalaureate are acceptable for salary credit. (This may be verified by a statement from the Registrar's Office or appropriate Department Head, or official transcript.) No lower division units earned after securing the Bachelor's degree will be acceptable for advancement on the schedule except by permission of the Personnel Committee.

c. Each year of verified service as a full-time certificated employee in a public or private school may be counted as a year of service for initial salary placement, provided the applicant held a valid teaching credential or teaching license during such time of service. A maximum of ten (10) years may be so credited.

d. For initial placement, the minimum credited school year shall beool1.165 Td(m6(m6(
nuous e number of days school is maintained. Service in not
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e. For a teacher currently employed in the West Contra Costa Schools, the minimum credited school year for all purposes, including attainment of
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credited as a year of service in the

grant for one year's study, or who accept exchange teacher's positions, or

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had they remained in the continuous
employment of the District.

Section 4. Professional Growth.

1. There shall be no limit on the number of units acquired for professional growth annually.

2. After an individual has earned six (6) equivalent units (workshops, in-service), an equal number of college or university credits must be earned before continuing work on additional equivalent credits.

3. Upon approval of the Personnel Committee, one (1) unit per year and a maximum of six (6) units of credit for work in lieu of college course work will be granted for salary advancement. Requests for in lieu credit must be submitted to the Personnel Committee prior to participation in any activity for credit, and must include data or material showing relationship to professional assignment.

4. Advancement on the salary schedule from one range to another will be permitted if the total number of units earned is within one-half unit of the total number of units required to make a change in range. Lack of evidence of the successful completion of the fractional unit when due will result in overpayment, and the employee either will be invoiced for the amount due, or an adjustment will be made to reflect proper salary placement. Notification to the Personnel Office should be made prior to April 1, if this requirement cannot be met.

5. Advance credit for a fractional unit will be authorized one time only for each certificated employee.

6. Employees contemplating a change in salary placement must file Work-in-Progress forms with the Personnel Office on or before May 1 in the school year preceding eligibility.

7. Transcripts verifying the successful completion of acceptable training must be filed with the Personnel Office on or before November 1.

8. Since September, 1966, the District has operated with two (2) fiscal pay periods. Personnel employed prior to that date are classified as Code 1 employees and receive salary payments, health benefit coverage and salary increments beginning with the August 1 warrant. Personnel hired after that date are classified Code 2 employees and receive salary payments, health benefit coverage and salary increments beginning with the October 1 warrant. Code 1 employees returning to work from any type of non-salaried status such as study leave, child care leave or health leave, shall be changed to Code 2 classification.

Section 5. Credit for Travel.

1. The plan of travel must be approved in advance by the Personnel Committee and a written report submitted after completion of travel. The report shall be of reasonable quality and shall indicate the educational value of the travel. The report will be evaluated by and must meet the approval of the Personnel Committee.

2. Such approved travel may be evaluated at the rate of one (1) unit per week of travel with the following restrictions:

    a. Trips of less than three (3) weeks duration will not be considered.

    b. No more than three (3) travel units will be granted in one (1) fiscal year.

3. No more than six (6) travel units will be granted in any five-year fiscal period.

4. No more than twelve (12) travel units will be granted an employee while employed by the school District.

5. Except for employees on sabbatical leave, credit is not allowed for travel during periods when school is in session.

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

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

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

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

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

Section 9.

. nnual compensation in
e (12) payments. If the choice is twelve (12) payments,
r July and August at the end of June.

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

Within this total annual budget allocation, UTR may change the tier contributions as long as the total cost for medical and vision does not exceed $13,000,000 in 2010-2011 and 2011-2012. If there are to be any changes to the tiers in each of these two years, the District shall provide UTR with the total cost for health benefits based on the choices lment (no later

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4. A teacher who completes a full school year shall receive benefits for a full twelve

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WCCUSD employees covered by a Di health plan may waive their health

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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

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SUBSTITUTE TEACHING T/A

Section 1. Definitions.

1. Short-term substitute--one who substitutes twenty (20) or fewer workdays for a teacher(s).

. Long-term substitute--one who substitutes twenty-one (21) or more consecutive

8. Substitutes with an emergency credential who do not possess at least a B.A. degree shall not be called for work unless no teacher with a full credential or emergency credential and a B.A. degree is available.

9. The District shall secure substitutes for teachers-in-charge if the principal is out or absent for two or more days.

Section 3. Salary.

1. Short-term substitutes shall be paid a per diem of $116.15.

2. Long-term substitutes shall be paid a per diem of $159.56.

Section 4. Leaves.

1. Each long-term substitute shall be credited with two and one-half (2-1/2) days of sick leave every 45 days.

2. The parties agree that unused substitute sick leave shall be carried over and accrue from one quarter to the next, within any one school year.

Section 5. Evaluation.

1. Long-term substitute teachers shall be evaluated at least once in each long-term assignment. The evaluation instrument shall be the Substitute Teacher Evaluation Form.

    a. The Principal and/or his/her administrator designee shall make at least one observation of the long-term substitute in the classroom.

    b. The Principal and/or his/her administrator designee shall discuss the completed evaluation form with the long-term substitute teacher. Three (3) copies of the Substitute Teacher Evaluation Form are to be made. Each is to be signed by the evaluator and the substitute teacher. One (1) copy is to be sent to the Assistant Superintendent for Personnel Services, the second kept by the Principal, and the third given to the substitute teacher.

2. Short-term substitute teachers may be formally evaluated by the Principal and/or his/her administrator designee at the request of either the teacher or administrator.

Section 6. Miscellaneous.

. Transfer from part-time to full-time status shall be determined by the

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b. position either of the applicants

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e. 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

f. Participants shall be placed appropriately on the teacher's salary schedule, receive one step increment for each year of service, and be given appropriate added increments for advanced degrees or longevity.

g. Unit members working in job sharing positions shall receive a prorated amount of health, welfare, and leave benefits.

h. Job sharing teachers sharing positions who hold full-time tenure rights shall be transferred to full-time employment at the beginning of the school year provided they have informed the Personnel Office of their desire to do so prior to April 1.

i. Substituting: Job sharers shall substitute for each other whenever possible.

j. The provisions in Article 13, section 20.5 shall apply to teachers who take a leave from a position in order to job share.

k. A teacher wishing to job share who is unable to find a suitable partner already employed by the District may propose a qualified individual from outside the District or a retired District teacher.

ARTICLE 29

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

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

. The District will consider Cal Lab bargaining unit members when making

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

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

ARTICLE 35
PROFESSIONAL GROWTH T/A

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

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

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

a. A subject the unit member teaches, or reasonably expects to teach, in Kindergarten or in grades 1-12.

c. A field of specialization in which the unit member serves, or reasonably expects to serve, in kindergarten or in grades 1-12. Examples of fields of specialization include, but are not limited to, bilingual education, cross-cultural education and special education.

c. Concepts, principles, and methods of effective teaching, curriculum, and evaluation in kindergarten or in grades 1-12.

d. Concepts and principles of physical, intellectual, social and emotional development among children and youth.

e. Languages and cultural backgrounds of groups of children and youth who attend California schools.

f. Concepts and principles of effective relationships among schools, families, and communities.

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

a. Courses from a regionally accredited college and university.

b. Participation in professional conferences, workshops and lectures by persons of expertise in education.

c. Teacher Education/Computer Center, Teacher Center, staff development or similar educational focused institutions.

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matic programs of observation and analysis of teaching.

hip role in a professional organization.

ucational research or innovation efforts.

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l related to teaching area and credential area.

ation as an exchange teacher.

rticipation in a speakers' bureau or on talk shows on education-related

ship on state or local education-related committees.

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ection 5.

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

Section 6. Prior to beginning an activity which could accumulate clock hours, the

Section 1. During the term of this Agreemen
bargaining unit shall take part in any strike, work stoppage or activity during duty hours which

Section 2.

ARTICLE 39
HARASSMENT T/A

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

A. Submission to or rejection of such conduct is made, either explicitly or implicitly, a term or condition of employment;

B. Submission to or rejection of such conduct by an individual is used as a basis for making personnel decisions affecting an employee; or

C. Such conduct has the purpose or effect of unreasonably interfering with an employee's performance or creating an intimidating, hostile, or offensive working environment.

ARTICLE 40
NON-DISCRIMINATION T/A

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

ARTICLE 41
SAVINGS CLAUSE T/A

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

ARTICLE 42
MISCELLANEOUS PROVISIONS

Section 1. Individual Contracts.

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

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

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

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

Section 3. Education Reform

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

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

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

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

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

Section 4 Side Letters and Memorandums of Understanding

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

ARTICLE 43
PHASED-IN-RETIREMENT T/A

(See Appendix H)

ARTICLE 44
EARLY RETIREMENT T/A

(See Appendix I)

ARTICLE 45

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

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

1. No required staff development outside of work hours.

2. Any optional staff development outside of work hours shall be paid at the hourly rate (formerly Adult School Rate).

3. A UTR/WCCUSD Staff Development Committee shall be formed to plan required staff development as required by SB 1777. At least 50% of the committee members shall be appointed by UTR.

4. The parties agree to hold an annual meeting in the spring of each year to discuss staff development for the following year. For the 2002 – 2003 year only, this meeting will be held in September 2002. The agenda for this meeting will include staff development dates and ways to encourage maximum attendance and participation.

ARTICLE 47
SHARED DECISION-MAKING T/A

Section 1. District Site Agreement Coordinating Council (DSACC)

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

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

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ork with school sites or departments to ensure that Shared Decision-Making

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

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

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

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

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

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

Section 4. Steps for Local Shared Decision-Making Implementation

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

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

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

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

Skills Participant training plan covering communication, consensus building, conflict resolution, etc.;

Timeline

Budget

Bylaws The Bylaws shall provide, but are not limited to, the following:

- Composition of the LDM Council
- Method of selection of the LDM Council
- Title of the LDM Council
- S x
- Meeting schedule of the LDM Council
- A method of reporting information and decisions to the staff.
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- A method for making decisions, which may be modified after training

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 84g

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psychologists and others may extend or vary their work
years. A mutually agreeable work calendar and/or number of added days
blished through consultation between the specialist and his/her
immediate supervisor with approval of the Assistant Superintendent,

b. If a mutually agreeable assignment cannot be arranged and approved, specialists will be assigned by the Assistant Superintendent, Personnel

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

1. For the 1993-94 initial assignment only, teachers who wish to transfer out of a school designated as MTYRS shall have first priority for any posted vacancy for which they qualify.

2. The District will make every reasonable effort to assign unit member spouses to the same track if requested.

3. The District will make every reasonable effort to assign the children of unit members at MTYRS to the same track as that to which the member is assigned.

4. A teacher reassigned from one track to another after the first work day shall receive one (1) day planning and preparation time before beginning the new assignment.

5. A transfer or reassignment of a full-time unit member shall not result in a reduced annual salary below that of a full-time equivalent. Teachers shall be assigned to work during intersession or other daily assignments in order to assure fulfillment of a full contract work year for salary credit purposes and STRS purposes.

6. If a transfer or reassignment results in additional days of service, compensation shall be at the per diem rate.

Section 5

Section 11. **Termination of MTYRS**

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

ARTICLE 51
TEACHER SUPPORT and TEACHER ASSISTANCE PROGRAM T/A

Section 1. The District shall utilize teacher input in its efforts to recruit and retain argaining unit members. The Superintende

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

a. Permanent teachers who are eligible for the program due to receiving an unsatisfactory evaluation.

b. Teachers who are new to teaching and are hired under a probationary or temporary contract or as a long-term substitute. This shall include but not be limited to pre-interns, interns, emergency permit and/or waiver holders, and newly credentialed teachers.

c. Experienced teachers who are new to the district and are hired under a temporary or probationary contract or as a long-term substitute.

d. Permanent teachers who request assistance and entry into the Program on a voluntary basis. To be admitted to the Program, these teachers must be accepted by the

WCCUSD Superintendent and the UTR President.

p. Identifying and making available intervention resources that can be used by the Coaches to meet specific needs of Participating Teachers.

q. Providing a cadre of substitute Coaches to maintain the support program for Participating Teachers. The Panel will decide when substitutes are assigned.

5. Panel Meetings

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

6. Coach Selection Process and Employment Status

a. An announcement will be posted annually at each work site-seeking applicants for the position of Coach. The completed application shall be submitted to the Personnel Office and shall be accompanied by no less than three (3) nor more than five (5) letters of reference, including a reference from a building principal or immediate supervisor, a reference from a UTR representative, and a reference from another classroom teacher. ONLY UTR bargaining unit members may apply for the position of Coach.

b. The Program Panel will review the applications and identify applicants for further consideration. The Panel will interview the finalists and select the Coaches from that group. Part of the selection process shall include classroom observation of the applicant by at least two (2) panel members. These observers must be equally divided between district and teacher members.

The applicants shall be selected using the following criteria:

i. Interpersonal skills and effective communication skills.

ii. Credibility with stakeholders.

iii. Exemplary teaching ability

iv. Experience working with colleagues in a collaborative role.

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

Additional recommended criteria:

1. Language and writing skills.

2. Knowledge of the California Standards of the Teaching Profession.

3. Curriculum expertise.

c. All applicants will be notified in writing of the Panel's decision.

d. Coaches shall be full-time. Those who are selected by the Panel shall continue in their current assignment until the Panel determines the need for a Coach. All Coaches shall receive training and will either be given release time or pro-rata compensation, to be determined by the Panel.

e. The term of active assignment for a Coach will be three (3) years. An individual who begins service more than one-fourth (1/4) of the way through the school year may serve a fourth year in order to complete his/her term at the end of the school year. The terms of the Coaches shall be staggered.

f. Once an individual has served as a Coach, the individual may reapply to be a Coach after returning to his/her regular duties for a period of three (3) years.

g. Upon completion of a term as a Coach, the right to return to the most recent teaching assignment held by the teacher is guaranteed.

h. The Coach's work year is 190 days. These additional five days will be compensated at per diem rate. Additional days worked shall be determined by the Panel and shall be paid on a per diem basis at the regular rate of pay and/or compensated with compensatory time.

i. The Coach shall not evaluate a District bargaining unit member. Site principals will evaluate teachers participating in the program consistent with this Agreement. The District will take no action to terminate a permanent bargaining unit member who is participating in the program, based upon deficiencies in teaching strategies and/or subject matter knowledge.

j. For referred teachers the initial introduction to the program shall be the

responsibility of the principal. fter referral to the Program, the involuntarily referred Participa ing Teacher will choose a Coach. After meeting the Referred Participating Teacher, the Coach will arrange a meeting to be attended by the Coach, the principal or the evaluator of the Participating Teacher, and the art

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 fours ways:

1. Referred Participating Teaches-Permanent teachers who receive an unsatisfactory evaluation, as per AB1x, in the areas of "teaching strategies and subject matter knowledge" will be required to participate in the Program no later than the beginning of the next school year.

2. The intent of the parties is that all newly hired teachers will be required to participate in the Program. Actual participation will be based on the annual budget and priorities set by the Panel. The period of duration will be determined by the panel, based on recommendations made by the Coach.

3. Permanent teachers may volunteer to participate in the Program. Their admission to the Program will be determined by the Panel based on the Panel's annual budget and priorities.

4. And, on a space available basis other teachers may participate in professional growth programs developed by the Panel.

10. Funding and Revenue

a. The District and UTR will jointly explore funding sources from local business and industry. The District, with the support of UTR, will attempt to secure grant funding.

b. All activities relating to the Program, including sub costs, shall be paid for by funding pursuant to the passage of AB1x. Expenditures for the

SALARY SCHEDULES

2005-2006

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

SALARY SCHEDULES

Appendix B: Schedule 7 – School Psychologists to follow.

SALARY SCHEDULES

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

SALARY SCHEDULES

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

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

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

(a)

1. Caused, attempted to cause, or threatened to cause physical injury to another person; or

2. Willfully used force or violence upon the person of another, except in self-defense.

(b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the cause of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 (commending with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

(d) Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

(e) Committed or attempted to commit robbery or extortion.

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

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

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

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

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

EDUCATION CODE SECTION 48900.3
Hate Violence

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

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

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

EDUCATION CODE SECTION 48900.7

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Hours of Employment
Article 10

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

Class Size
Article 12, Section 3

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

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

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

Safety
Article 19

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

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

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

Employee Benefits
Article 25

APPENDIX G
2005-2006 Teachers' Calendar

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

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

Section 44922

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

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

a. The employee must have reached the age of fifty-five (55) prior to reduction of workload.

b. The employee must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediate preceding five (5) years were full-time employment.

c. During the period immediately preceding a request for a reduction in workload, the employee shall have been employed full time in a position requiring certification for a total of at least five years without a break in service. For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement prescribed in this subdivision.

d. The option of part-time employment must be exercised at the request of the employee and can be revoked only with the mutual consent of the employee and

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f. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his/her final year of service in a full-time position.

g. This option is limited in pre-kindergarten through grade 12 to certificated employees who do not hold positions with salaries above that of a school principal.

h. The period of this part-time employment shall not exceed five years for employees subject to Section 20815 of the Government Code or ten years for employees subject to Section 22724 of this code.

i. The period of part-time employment of employees subject to Section 20815 of the Government Code shall not extend beyond the end of the school year during which the employee reaches his or her 70th birthday. The subdivision shall not apply to any employee subject to Section 22724 of this code.

Section 22724

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

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

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

a. Best interests of the students and the educational program.

b. Economic advantages to the District.

c. Availability of replacement personnel.

d. Advantages to the employee.

e. Recommendations of principal and/or supervisor.

f. Projected student enrollment and certificated needs.

g. Type of certification.

h. Length of participation time being requested.
i. Seniority in the District.

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

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

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

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

APPENDIX I

E. Request Procedure.

The employee shall file an application with the Personnel Office.

Application shall be subject to Board approval.

F. Services to the District.

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

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

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

APPENDIX J
Evaluation Options