

DISTRICT COUNTER PROPOSAL  
TO UTR

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

Time: \_\_\_\_\_

**This counterproposal reflects modifications to the District's initial proposals. The District maintains its first counterproposal with regard to UTR's initial proposals.**

Article 10 HOURS OF EMPLOYMENT AND DUTY ASSIGNMENT

Section 1. Workday.

1. District approved class scheduling exceptions may modify this requirement within the total of the above time constraints. Elementary and junior high/middle school teachers are to report to duty fifteen (15) minutes before their instructional workday begins, and remain on duty twenty-two (22) and thirty (30) minutes respective after their instructional day ends, with the exception of faculty meetings or adjunct duty assignments as per this Agreement. **[status quo]**
2. High school teachers are to report to duty five (5) minutes before their instructional day begins and remain on duty five (5) minutes after their instructional day ends. The same exceptions which apply to the elementary and junior high/middle school requirements shall apply to high school schedules. (See Appendix F for Memorandum of Understanding.) **[status quo]**
3. Elementary/junior high/middle school teachers who engage in activities at the junior high/middle/high school level for which extra duty pay is provided may leave school at the end of the instructional day in order to begin their activities as soon as possible, pursuant to prior arrangements as determined by principals involved.
4. ~~Instructional time for grade 6, 7 and 8 teachers in a departmentalized program in a K-8 school shall not exceed 1,400 minutes per week.~~ At least 100 minutes of preparation time per week shall be provided to teachers in grades 6, 7 and 8 in a departmentalized program in a K-8 school.

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

Section 3. The instructional day for senior high school teachers shall begin with the student's regular starting time ~~and shall not exceed 280 minutes for a regular five (5) period teacher day (216 minutes on minimum days).~~ **[modified]**

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

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

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

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

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

1. Work performed and compensated for Added Duty Assignments shall be governed by the following provisions.
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 (6<sup>th</sup>) period assignment. Compensation shall be at the teacher's regular rate of pay, prorated. There shall be no more than four (4) such assignments at each secondary school. An exception to this limit may be made during the school year, in consultation with the Union, when a need occurs or when a new qualified teacher cannot be hired.
5. Special Education: Added Duty Assignments may be issued to bargaining unit members for teacher a twenty (20) percent student load and/or extra period above

his/her regular assignment. Compensation shall be at the teacher's regular rate of pay, prorated.

6. Regular and Special Education: Added Duty Assignments may be issued to bargaining unit members for teaching less than a twenty (20) percent student load above his/her regular assignment. Compensation shall be at the double sub rate prorated. It is not the intent of this Sub-Section to subvert class size maximums in this Agreement, and only in extraordinary circumstances shall an Added Duty Assignment be issued under this Sub-Section.
7. Regular and Special Education: Notwithstanding Sub-Section 6.2, Added Duty Assignments, or legally mandated Added Duty Assignments, may be issued to bargaining unit members for meeting compliance issues, for example, IEP meetings, due process hearings, expulsion hearings, Section 504 hearings, etcetera. Compensation shall be at the hourly rate (formerly Adult School Rate).

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

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

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

1. ~~Instructional time for Kindergarten teachers shall receive at least 100 minutes of preparation time per week. be limited to 1,000 minutes per week including recess. Preparation time shall be 515 minutes per week. Kindergarten teachers teaching single session kindergarten shall be assigned to provide instructional services at grades 1-6, for 90 minutes per day, except on minimum days.~~
2. ~~Instructional time for Teachers in grades 1-3 shall receive not exceed 1,415 minutes per week. at least 100 minutes per week of preparation time. shall be provided.~~

3. ~~Instructional time for~~ Teachers in grades 4-6 shall ~~not exceed 1,415 minutes per week.~~ receive at least 100 minutes per week of preparation time. ~~shall be provided.~~

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

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

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

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

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

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

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

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

Section 14. No more than two (2)~~one (1)~~ faculty meetings following the regular instructional day shall be held per month except as warranted by unusual circumstances. Faculty meetings shall begin no later than fifteen (15) minutes after the student's instructional day. ~~and shall be limited to no more than one (1) hour in duration.~~

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

#### Section 15. Other Meetings.

1. No unit member shall be required to attend more than one (1) additional meeting per month after the teacher's normal workday.
2. Compensation for attending such required "other meetings" shall be at the teacher's regular rate of pay, or at the option of the teacher, by providing compensatory time off.
3. Teachers shall be notified at least one (1) week in advance of such meetings, whenever possible.
4. Notwithstanding the above provisions, compensatory time off or pay provisions shall not begin until the 31st minute after the student's instructional day in high schools.

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

#### Section 17. Special Education.

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

Section 18. No teacher may be required to accept a volunteer worker ~~or observer~~ in his/her classroom. However, parents of students and/or prospective students enrolled in the class may make routine visits to the class, provided the teacher has been notified the day prior to the visit. Nothing in this section shall preclude the presence of non-parent observers for educationally related reasons.

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

Section 20. AM/PM Kindergarten.

1. Reasonable effort will be made to provide release time to kindergarten teachers for all staff meetings or inservice e.g. modified day scheduled during the AM or PM instructional day. All materials from meetings will be promptly provided to AM or PM teachers unable to attend meetings or inservice.
2. For AM/PM kindergarten teachers who share a classroom, the District will provide reasonable work areas for preparation time. If acceptable work areas cannot be provided, the District and the teacher shall work together to agree on an acceptable option.

Section 21. Collaboration Time.

1. The school site Principal, with input from the teachers, may establish weekly collaboration time which does not interfere with teacher preparation time.
2. In order to establish collaboration time the bell schedule may be adjusted to bank instructional minutes each week to allow time for the staff and administrators to meet.
3. The overall purpose of collaboration time shall be to afford teachers the opportunity to work together and to grow professionally to improve student achievement in the District.
4. Collaboration time shall be devoted to any of the following activities: 1) grade level meetings at the elementary or junior high/middle schools and/or department meetings at the junior high/middle school and secondary level to focus on student achievement/proficiency issues, standards based instruction, assessment, articulation and vertical teaming; 2) staff development; and 3) issues related to differentiation (intervention and acceleration).
5. This section shall supercede any conflicting provisions in this Agreement.

## **Article 12 CLASS SIZE**

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

- \* Kindergarten – 20
- \* Grades 1-3 -- 20
- Grades 4-6 -- 33
- Grades 6-8 in a K-8 school – 33

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

1. The District will make a reasonable effort (within budgetary constraints and the best interests of the students) to reduce the number of combination classes and/or to reduce them to less than maximum class size.
  - a. ~~There shall be no bilingual combination classes.~~
  - a. ~~Combination classes shall not be assigned to temporary or probationary teachers, unless the temporary or probationary teacher has a minimum of 3 years teaching experience in another District at one of the combination grade levels or unless there are no tenured teachers available for these assignments.~~ **[District withdraws this proposal but maintains deletion of prohibition on bilingual combination classes.]**
2. ~~In addition, regarding K-1 combination the following alternatives shall be explored and implemented if at all possible:~~
  - a. ~~Freezing of class size at twenty (20)\* and transferring other kindergarten students.~~
  - b. ~~Elimination of kindergarten classes in a particular school and transfer of students to another school where geographically feasible.~~
  - c. ~~Notwithstanding the provisions of this Section, no K-1 class shall be formed unless at least six student from each grade level are assigned.~~

Section 2. The District shall not exceed the maximum secondary school class sizes as listed below:

English, Reading	32
Other Academic Areas	-- 35
Physical Education Average	-- 40
(with a firm maximum of 45 at junior high/middle school level)	
Adolescent Parent Program	-- 18

1. In classes requiring special equipment, student enrollment shall be limited to the number of stations provided, except that classes may be filled to the class size maximums as long as the students are provided equal access to special equipment.
2. When assigning students to classes pursuant to this Article, the District shall limit the total number of student contacts for teachers in G/T middle schools to:

175 per week for Core and Electives  
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 five ~~four~~ classes.
4. The district shall implement the State funded program for 9<sup>th</sup> grade Class Size Reduction as allowed by facilities, teacher availability, and ongoing funding.

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. Back to School Nights at the elementary and secondary levels will be held after the classroom balancing is completed. (See Memorandum of Understanding Appendix F.)

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

- ~~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. [archive]~~

Section 5. Special Education.

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

Section 6. Counselors shall be assigned on the basis of the estimated enrollment divided by 338 at the junior high/middle school level and by 800 at the senior high level. Additional counsel time shall be allocated when this ratio is exceeded. **[status quo.]**

Section 7. ~~To the extent the District provides music program~~, one (1) secondary music teacher will be allocated for each 150 students, i.e. one period (0.2) teachers allocated for each thirty (30) students.- **[status quo]**

Section 8. ~~To the extent the District provides elementary music program~~ teachers will be allocated considering the following factors.**[status quo]**

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

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

- a. Total enrollment at the school site.
  - b. Number of students enrolled in special education programs, including Resource Specialist Program.
  - c. Differential in specialist/student ratio between elementary and secondary schools.
  - d. ~~CA~~ State and federal score 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.
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 a 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. ~~To the extent the District provides librarian services, it is the parties intent that~~ Each junior high/middle school shall have one (1) half-time librarian, and each high school shall have one (1) full-time librarian. **[partially status quo]** ~~Regardless of staffing levels, each librarian will be paired with a paraprofessional.~~

~~Section 11.~~ A half-time credentialed librarian and six (6) library assistants will be assigned to the elementary schools. **[partially status quo]**

~~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. **[status quo.]**

~~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 an improvement in the unit member's work space. This provision shall also apply to teachers' lounges/work rooms and school libraries.

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

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

Section 17. Nothing in this Article shall be interpreted to prevent the District from exercising its rights under Education Code section 44955 or 44955.5.

[Note: Education Code § 44955 and 44955.5 address the statutory scheme for certificated layoffs.]

## **Article 14 TRANSFERS AND REASSIGNMENTS**

Section 1. Definitions of Transfer and Transfer Seniority Date.

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

Section 2. Voluntary Transfer.

1. A teacher may request a voluntary transfer to take effect either during a school year or at the beginning of the next school year. Except by mutual agreement, transfers will not be made during the school year. However, vacancies which are filled during the regular school year by a temporary employee will be advertised for transfer in the subsequent school year if the position still exists.
2. Teachers with pending disciplinary action, an unsatisfactory evaluation and/or mandatory referral to the Peer Assistance and Review Program shall not be eligible to voluntarily transfer without the written approval of Human Resources.
- ~~2. Notwithstanding the provisions of Section 2.1 teachers who apply for transfer from year-round schools to regular-schedule schools may do so on the same basis as those on a regular schedule. Compensation for extra days worked, if any, shall be paid at the teacher's regular salary rate, prorated, or, at the option of the teacher, through compensatory time off.~~
3. All known vacancies shall be posted as follows:

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

Any update of administrative assignments for the following year shall be provided by the District no later than the first Board meeting in May. **[status quo]**

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

~~In April 2004, there will be three rounds, unless the parties agree to another provision before these dates.~~ In March of each school year there shall be two voluntary transfer rounds. Round 1 shall be the first Monday in March and Round 2 shall be the fourth Monday in March. The transfer rounds shall occur in April in years when the District takes action to lay off certificated staff.

3. Transfers shall not be made until all qualified applicants, who so request within the time limits, are considered. For each transfer round, a conference between the transfer applicant and the appropriate administrator(s) may be arranged by the Personnel Office. shall be scheduled during the month of March/April prior to selection of a qualified applicant.
4. Request for voluntary transfer shall be considered on the basis of:
  - a. Qualifications.
    - (1) Credentials.
    - (2) Major and minor fields of study.
    - (3) Teaching experience. (This shall not exclude from consideration teachers seeking a change in subject area or grade level or type of assignment.)
    - (4) Special skills required by the particular assignment. Examples of special skills are: computer knowledge for computer class teachers; “signing ability” for speech therapists serving hearing-impaired students; and knowledge of photography for teachers of photography classes.
    - (6) District-wide seniority, i.e., those teachers with the required qualifications and the greatest seniority, shall be transferred. **[status quo]**

- (7) Racial and ethnic balance of the school, provided that no unit member within a major District ethnic/racial group is assigned to the school. Under no circumstances will this criterion result in the involuntary transfer or layoff of any bargaining unit member.

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

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

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

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

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

1. In the event staffing allocations require the transfer of a teacher to the new school due to overstaffing, volunteers for the involuntary transfer shall be considered first. If there are no volunteers for the involuntary transfer, the teacher at the affected site with the least District-wide seniority shall be transferred unless, by doing so, the school would be unable to meet the needs of its educational program. In such cases, the next least senior teacher shall be transferred.

2. When a school opens, the teachers at the school, whose students are moving to the new school, shall be considered first to fill any positions where their students are being placed, in proportion to the movement of students.
3. In the event a teacher is involuntarily transferred to a new school and the eliminated position at the sending school is restored at the beginning of the subsequent school year, the transferred teacher shall have the right to return to his/her previous school.
4. Teachers transferred under this Section shall have the right to indicate preferences from a list of vacancies and shall be assigned pursuant to the qualifications listed in Section 2.5 of this Article.

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

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

Section 6. Counselor – Special Provisions.

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

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

1. By ~~April 15~~ January 30 of each year, each teacher shall receive a form upon which he/she shall list program or grade level choices for the following year. This form shall be considered a request for voluntary reassignment.
2. If the vacancy occurs as a result of the closure of another school, it shall be posted for transfer.
3. In the event the educationally related needs of the school can be met by the reassignment of more than one teacher, seniority shall prevail. **[status quo.]**
4. Upon request, written specific reasons for rejection of a voluntary request for reassignment or an involuntary reassignment shall be furnished.
5. ~~Reassignment provisions associated with the implementation of SB 1777 (Class Size Reduction) shall be subject to the following:~~
  - a. ~~Mid-year openings resulting from SB 1777 implementation must be offered at the school site first, using reassignment criteria in Section 6.1—6.4 of this Article.~~
  - b. ~~Openings created by the reassignment of teachers at the site may be offered to the staff at the school site; if so, Sections 6.1—6.4 of this Article shall apply.~~
  - c. ~~Except as noted above, these provisions outlined in this subsection shall not supersede any other section of this Article. **[archive]**~~
6. Preschool positions at the site shall be considered as part of the regular school site faculty for the purposes of reassignment.

#### Section 8. Miscellaneous Transfer Provisions.

1. In the event a teacher is involuntarily transferred from one location to another, the District shall assist in the moving of that teacher's materials and supplies which cannot be reasonably moved by the teacher.
2. Teachers transferred from one school site to another school site after the first workday shall receive two (2) days of planning and preparation time before beginning the new assignment. ~~Mid-year move or reassignments occurring as a result of class size reduction pursuant to SB 1777 will result in two (2) days release time for the purpose of planning and preparation.~~ Appropriate moving assistance will be provided to all teachers required to move. **[archive]**

3. A list including the transfer seniority date for each teacher at each work location shall be posted by March 1, annually.
4. In the event the appropriate transfer criteria has been applied and two (2) or more teachers with identical seniority are involved in the same transfer consideration, the tie shall be broken as follows:
  - a. Unpaid leave time, if any, shall be deducted.
  - b. Gender and racial balance at the school site.
  - c. Remaining ties shall be broken by lot. This shall be done in the presence of all teachers affected.
5. Notwithstanding the provisions of this article, no bargaining unit member may be involuntarily transferred or assigned to any alternative (magnet) school, program, or schedule.

#### **Article 16 – GRIEVANCE PROCEDURE**

Modify section 2, paragraph 2 as follows:

This discussion must be requested within twenty (20) days of the alleged violation or within twenty (20) days of when the grievant ~~had knowledge~~ knew or should have known of the facts constituting the alleged violation.

#### **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 or guardian's child or children. ~~This section shall not apply to allegations of child abuse and/or sexual harassment.~~ **[status quo based on table discussion that this article does not apply to allegations of child abuse and/or sexual harassment.]**

Section 2. Informal Procedure.

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

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

- ~~1. The parent shall first try to settle the concern on an informal basis with the employee involved or responsible.~~
1. The employee shall be notified immediately and within ~~ten (10) five (5)~~ school days of the receipt of a written complaint, the supervisor shall arrange a meeting with the individual parent and the employee. ~~The employee may, however, authorize the supervisor to solve the complaint within the five (5) school day period.~~
2. Both parent and employee shall be entitled to have a representative present.
3. The supervisor shall attend and act as a recorder and fact finder and shall render a written decision no later than five (5) school days after the meeting. The supervisor shall send a copy of the written decision to the parties making the complaint. If no meeting occurs, based on either party's refusal to meet, the supervisor shall render a decision based upon information received from the parent, the employee and any other witnesses, if applicable.
4. If the matter is not settled to the satisfaction of either party, an appeal may be made in writing to the Superintendent of Schools, or designee, within five (5) school days. The Superintendent, or designee, shall schedule a meeting with the parties involved within ~~ten (10) five (5)~~ school days and shall send a copy of the decision rendered to all of the parties involved.
5. 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, unless the supervisor obtains independent evidence of the complaint. ~~or a complaint not properly submitted in writing.~~

## **Article 18 – PERSONNEL FILES**

Modify paragraph one as follows:

No adverse action shall be taken against a teacher based upon materials not in the personnel file, unless the District has served a copy of the materials on the employee and the employee has had an opportunity to respond to the materials prior to adverse action

~~being taken. 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.~~

Remainder of paragraph remains as is.

## **Article 19 SAFETY**

Modify Section 1 as follows:

The District may, upon the written recommendation of the student's teacher, exclude from a class any student who, in the teacher's opinion, has filthy or vicious habits, suffers from a contagious or infectious disease, ~~suffers from a physical or mental disability which would cause his/her attendance to be inimical to the welfare of other students,~~ demonstrates violent behavior or acts in such a way that the teacher believes good cause exists for such student's exclusion.

Remainder of paragraph remains as is.

## **Article 25 EMPLOYEE BENEFITS**

Section 1. Health Insurance.

1. The District shall provide all eligible employees, their dependents, and domestic partners with a fully paid Health Maintenance Organization (HMO) health plan. Employees may choose from among a list of such plans mutually agreed upon by the Union and the District.

Effective January 1, 2005, the District shall make the following contributions toward health benefit premiums on behalf of employees:

Single:           \$ 354.69

Two Party:      \$ 709.38

Family:          \$ 922.19

Any premium amount which exceeds the amounts set forth above shall be paid through automatic payroll deductions.

~~The District will pay for the cost of health benefit premiums for designated, fully paid plans (Kaiser and Health Net). The District will, if the Health Net Plan is canceled, pay the premium cost of Blue shield HMO (or Kaiser) for eligible unit members for the term of this agreement.~~

2. The District shall provide all eligible employees, their dependents, and domestic partners with either the dental insurance plan currently offered by Delta Dental Service or Safeguard. The District's maximum monthly contribution toward the dental premium shall be the rate in effect January 1, 2005. Any premium amount which exceeds the January 1, 2005 rate shall be paid through automatic payroll deductions.
3. The District shall provide Vision Service Plan, option B, with a \$10 deductible, to all eligible employees. This plan shall also provide coverage for dependents and domestic partners. The District's maximum monthly contribution toward the vision premium shall be the rate in effect January 1, 2005. Any premium amount which exceeds the January 1, 2005 rate shall be paid through automatic payroll deductions
4. Employees who certify coverage by another group health plan or spouses of WCCUSD employees covered by a District health plan may waive their health plan. In such cases the District shall contribute ~~\$75~~ \$125.00 per month to an Internal Revenue Code Section 125 Plan.
5. ~~The parties agree to convene a Health Benefits Committee. This committee will investigate possible health benefit options and other cost containment options. cost containment for health benefits and other possible health benefit options. This committee is open to the other WCCUSD employee groups who wish to attend. This committee will convene no later than October 30, 2002. The District shall explore alternative options for health and welfare benefit coverage. If the District finds a health benefit insurer with cost effective rates the District shall move to that plan as soon as feasible.~~
6. It is understood that all provisions of this article and other negotiable items related to benefits are subject to negotiations, in successor contracts.

Section 2. Retired Employees.

1. ~~The district shall continue to provide benefits to retired employees through the Cal/PERS program. Retiree may participate in continued benefits under authorized District plans.~~ This includes those teachers on STRS Disability Allowance and/or retirement who would otherwise be eligible for retired teacher coverage. The District's contributions toward premiums for retirees who retire after July 1, 2005, and who were employed prior to July 1, 2005, shall be as follows:

Single:           \$354.69

Two Party:     \$709.38

Family:         \$922.19

At age 65, the District shall contribute the following amounts toward supplemental medicare premiums:

**[reference resolution]**

2. If the District moves to a plan other than CalPERS, then employees hired after the date the plan change is made shall no longer be eligible for District paid retiree health benefits. Such retirees may participate as retirees in available plans at their own expense and in accordance with plan rules and requirements.
3. If the District cannot move out of CalPERS to a cost neutral and/or cost effective health insurer then the following shall become effective July 1, 2005:

Employees hired after July 1, 2005, shall be subject to a vesting schedule that requires a minimum of 15 years of full-time, consecutive years of service in the District to be eligible for post-retirement health benefits. Once vested the employee shall receive a contribution by the District for retiree health benefits in accordance with the minimum payment required under the CalPERS system, as set forth in Government Code section 22825.

Section 3. Eligibility.

1. Regular full-time employees shall receive the benefits of this section.
2. 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.

Section 4. Duration of Benefits. 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.

Section 5. Property Damage.

1. The Board shall reimburse employees for any loss, damage or destruction of clothing or personal property worn or carried on his/her person suffered while performing services for the District on campus, or as assigned, providing such employee has taken reasonable measures to protect such property. The value of such items shall be determined as of the time of the damage thereto. The District liability shall be limited to \$400 per incident.

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

Article 26      SPECIALLY FUNDED TEACHERS

**STATUS QUO**

Article 46      STAFF DEVELOPMENT

**STATUO QUO based on discussion at table of past practice of docking for absences other than sick leave and/or bereavement leave.**

**AB 1777 language to be archived.**

**Article 50 – Multi-Track Year-Round School (MTYRS)**

**Archive entire article.**

**Article 51      TEACHER SUPPORT AND TEACHER ASSISTANCE PROGRAM**

Add new section 15. Continuation of Program. The District reserves the right to suspend this article if the state funding for Peer Assistance and Review is eliminated, decreased or the funding mechanism is changed. (Ex. The funding is placed in a categorical block grant).