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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF CONTRA COSTA**

10 SAM CLEARE, SARAH KINCAID,
11 JEREMIAH ROMM, HILDA CRISTINA
12 HUERTA, AND JETAUN THOMPSON

13 Petitioners,

14 v.

15 WEST CONTRA COSTA UNIFIED SCHOOL
16 DISTRICT, KENNETH CHRIS HURST, WEST
17 CONTRA COSTA UNIFIED SCHOOL
18 DISTRICT BOARD OF EDUCATION,
19 JAMELA SMITH-FOLDS, DEMETRIO
20 GONZALEZ HOY, OTHEREE CHRISTIAN,
21 MISTER PHILLIPS, AND LESLIE RECKLER,

22 Respondents.

Case No. N24-1353

**DECLARATION OF CAMILLE
JOHNSON IN SUPPORT OF
RESPONDENTS' OPPOSITION TO
MOTION FOR NEW TRIAL**

Judge: Hon. Leonard Marquez
Dept.: 16
Date: March 19, 2025
Time: 9:00 am

1 I, Camille Johnson, declare as follows:

2 1. I am currently employed by Respondent West Contra Costa Unified School District
3 (“District”) as the Associate Superintendent of Human Resources and have held this position
4 during all times relevant to this action. As part of my duties as Associate Superintendent of
5 Human Resources, I oversee and participate in the hiring and assignment of teachers for the
6 District. I also oversee and participate in negotiation of the bargaining agreement with the
7 teachers’ union that represents all K-12 teachers in the District, the United Teachers of Richmond.
8 The matters stated herein are of my own personal knowledge, and if called as a witness, I could
9 competently testify to the matters stated herein.

10 2. California is currently facing a teacher shortage that is impacting all school districts
11 in California, including the District. While there was a shortage of teachers prior to the pandemic,
12 the pandemic exacerbated the shortage as many veteran teachers left teaching and not enough
13 people are going into teaching to fill all the vacant positions across the Bay Area and the State.

14 3. Of the fourteen (14) vacancies at Stege Elementary School, Helms Middle School,
15 and Kennedy High School at issue in the Petitioners’ Williams Act Complaints and Petition for
16 Writ of Mandate, only two still exist: Helms MS Math and Helms MS English.

17 4. As of the October 11, 2024 trial date, there were no vacancies at Stege Elementary
18 School or Kennedy High School, but there were two additional vacancies at Helms Middle
19 School, one in Science and another one in Math.

20 5. Since October 11, 2024, the Helms Science position has been filled with a teacher
21 who has a single subject credential in Biology and Chemistry.

22 6. After October 11, 2024, a 5th Grade vacancy developed at Stege Elementary. This
23 vacancy was filled with a retired fully credentialed teacher. When this retired teacher’s available
24 time under her STRS pension runs out, the District intends to replace her with another retired
25 teacher(s). Moreover, a Kindergarten vacancy at Stege that developed at the end of the first
26 semester was filled through the transfer process with a fully credentialed teacher.

27 7. After October 11, 2024, a vacancy developed at Kennedy High School for the APP
28 class, which is a program for pregnant and parenting students. This position is currently filled

1 with a substitute teacher, as the District looks for a credentialed teacher with the required
2 credential or subject matter requirements to be a permanent teacher for this class. This substitute
3 teacher is supervised by the school administrators at Kennedy HS and is included in all faculty and
4 staff trainings and department meetings. She is treated as a permanent teacher in terms of
5 expectations, meetings, and training.

6 8. As of the date of this declaration, the vacancies at Helms Middle School filled with
7 teachers who only have a substitute teaching authorization are two Math positions and an English
8 position. These three substitute teachers are supervised and mentored by school site
9 administration and the other Helms teachers in the Math and English Departments. They are
10 treated as permanent teachers and are included in all faculty and department meetings and
11 trainings.

12 9. The District is more than willing to apply for a variable term waiver for these four
13 substitutes, or to help them get into any of the District's internship programs, such as the Teacher
14 in Residency Program or Provisional Internship Program. The directive I have issued to my staff
15 and that they operate under is that they are to apply for any program or waiver the teacher qualifies
16 for and is willing to obtain. However, none of the substitutes want to enroll in a credentialing
17 program and get their teaching credential.

18 10. My staff and I are not aware of any waiver available from the CTC that does not
19 require the substitute teacher to commit to enrolling or be enrolled in a credentialing program.
20 Both the CTC's Waiver Request Guidebook and the regulations governing Variable Term Waivers
21 state that the applicant teacher must declare their intent and commitment to enroll in and complete
22 a credentialing program, and if the applicant does not intend to enroll in a credentialing program,
23 the waiver will be denied. Moreover, the form that the CTC requires districts to use to apply for a
24 Variable Term Waiver requires the teacher applicant to state what credentialing program they are
25 enrolled in or intend to enroll in and the target completion date. Then they have to sign the
26 application under penalty of perjury certifying that all information in the application is true. See
27 CTC Variable Term Waiver Request form (WVI Form), a true and correct copy of which is
28 attached hereto as Exhibit 1.

1 11. At the time I submitted my declaration in support of the District’s Opposition to the
2 Petition for Writ of Mandate, it was my understanding that it was UTR’s position that the District
3 did not have the power to involuntarily transfer credentialed teachers to different school sites to
4 fill vacancies without their consent, except for low enrollment, new schools, and discipline. As
5 the first semester of the school year was ending in late November and early December and Dr.
6 Moses was appointed Interim Superintendent, the District still had a large number of vacancies.
7 Therefore, we decided to invoke MOU, Article 14, Section 5, Administrative Transfers for Cause
8 (Employer Initiated), for involuntary transfers to fill vacancies in teaching positions.

9 12. On December 5, 2024, the District notified UTR that it intended to transfer
10 credentialed non-classroom teachers to classroom assignments in January 2025. UTR sent the
11 District a letter asking to meet and confer on this issue. Consistent with the need for consent, the
12 District and UTR met on December 12, 17, and 18, 2024 to negotiate the transfer process and
13 decide which teachers could be transferred and which vacancies would be filled. The District and
14 UTR reached agreements about who would be transferred and to which vacancies. On December
15 19, 2024, the District sent a Notice of Intent to Transfer to the 20 UTR members who UTR and the
16 District agreed were subject to transfer.

17 13. However, on December 20, 2025, UTR sent the District a cease and desist letter
18 objecting to the transfers and stating that if the transfers progressed, “UTR will review all
19 remedies available to UTR and the affected educators under the law.” See UTR cease and desist
20 letter, dated December 20, 2024, a true and correct copy of which is attached hereto as Exhibit 2.
21 In response, the District sent UTR a response agreeing to rescind the December 19, 2024 Notices,
22 because they cited the incorrect section of the MOU authorizing the transfers, but stating that the
23 Notices would be reissued on January 6, 2025. See District letter to UTR, dated December 20,
24 2024, a true and correct copy of which is attached hereto as Exhibit 3.

25 14. On January 5, 2025, UTR sent a second cease and desist letter to the District which
26 stated that the Administrative Transfer provision of the MOU, Article 14, Section 5, can only be
27 used in cases of discipline. UTR further demanded that the District refrain from further actions to
28 transfer teachers and instead engage in “meaningful dialogue with UTR leadership to

1 collaboratively develop a real, actionable plan to staff our classrooms with permanent certificated
2 educators.” See UTR Second Cease and Desist Letter, dated January 5, 2025, a true and correct
3 copy of which is attached hereto as Exhibit 4. This UTR request to collaborate ignores the fact
4 that the District and UTR had already met on multiple days and agreed on the transfer process,
5 who would be transferred, and to which vacant position.

6 15. The District responded to UTR’s Second Cease and Desist Letter on January 6,
7 2025. See District letter to UTR, dated January 6, 2025, a true and correct copy of which is
8 attached hereto at Exhibit 5. It then went ahead and issued Notices of Intent to Transfer on
9 January 6, 2025 to the twenty (20) agreed upon educators. The educators’ first day in their new
10 position was January 21, 2025, and they were given two days extra pay to cover the time needed
11 to prepare for their new class(es). Between January 6, 2025 and January 21, 2025, per the terms of
12 Article 14, Section 5, the District met with any affected teacher who wanted to discuss their
13 transfer.

14 16. Petitioners complain that the District did not use any of the transfers to fill the
15 vacancies at Helms Middle School. In his Declaration, Mr. Mitchell states that the spreadsheet of
16 potential transfers attached as Exhibit B to his Declaration notes that five educators were identified
17 as being potentially transferred to Helms. He then complains that those teachers were not
18 transferred to Helms. Mr. Mitchell forgets to mention that UTR and the District decided together
19 where to transfer the educators and that they did so based on agreed upon criteria. For example,
20 Exhibit C & D to Mr. Mitchell’s Declaration lists the vacancies that existed in the District before
21 the involuntary transfers. Page 2 of Mr. Mitchell’s Exhibit D shows that Helms had two vacant
22 math positions, but in total there were thirteen (13) secondary (middle school and high school)
23 math vacancies. However, as listed in Mr. Mitchell’s Exhibit B, only four (4) of the potential
24 transferring educators had single subject math credentials that qualified them to teach math classes
25 at the secondary level. To fill these secondary math vacancies, the District and UTR decided to
26 prioritize vacancies at the high school level, to require that the funding source under which the
27 teacher was currently being paid was transferrable to the new position, to match full time
28 educators with full time positions and part time educators with equally part time positions, and to

1 require the teachers have the proper credential for the vacant position. Therefore, for example, the
2 teacher being paid through an A-G grant for college prep classes (Mitchell, Ex. B, line 18) had to
3 transfer to a high school A-G college prep position. And the teacher listed on line 40, who had a
4 single subject credential in foundational math and was employed at Helms, had to go to a
5 foundational math .6 FTE position, of which there were none. Then with these criteria in mind,
6 the three eligible transferring math educators were allowed to pick which opening they would
7 accept in order of seniority. This led to positions being filled at Pinole Valley High School,
8 Richmond High School, and Korematsu Middle School, but ten remaining secondary math
9 vacancies.

10 17. With respect to the other two potential transferring educators who were identified
11 as potentially available to transfer to Helms, one had a single subject English credential and was
12 working at Sylvester Greenwood Academy as a 1.0 FTE Instructional Reading Coach.
13 Greenwood Academy is an alternative educational setting where students go when they fall behind
14 in credits to graduate, in other words, a credit recovery program. This educator ended up staying
15 at Greenwood Academy because the District received grant funding to keep her there and her
16 services were needed for the students served by Greenwood. Moreover, the Helms English
17 position was only .8 FTE.

18 18. The other educator who could have been transferred to Helms had a single subject
19 credential in Biology and English Language Arts. The District and UTR decided not to transfer
20 her because she was already placed in a secondary teaching position at Montalvin, a K-8 school.
21 Moreover, Helms' science position was filled with another teacher with a single subject Biology
22 and Chemistry credential.

23 19. Petitioners' and Mr. Mitchell's contention that the District should transfer District
24 administrators with teaching credentials to teaching positions is not workable. They contend that
25 the only administrator who is essential to running the District is the Superintendent, and all other
26 are not necessary. The District serves almost 30,000 students in 54 schools with approximately
27 3,400 employees. The Superintendent alone cannot run this large school district. The
28 Superintendent and the five Associate Superintendents cannot run the District alone. Many other

1 administrators and employees at the District level are needed for the District to operate and
2 provide education to the District's students.

3 20. Petitioners' and Mr. Mitchell's similar argument that credentialed educators in non-
4 teaching positions at Helms Middle School, such as the Assistant Principal, are not essential and
5 should be transferred to the classroom is also misplaced. The Assistant Principal at Helms Middle
6 School does not possess the correct credential to teach at the secondary level. Moreover, Helms
7 Middle School educates over 500 students. The Assistant Principal role is necessary to assist the
8 Principal with discipline, athletics, teacher and student support, and general administration of the
9 school. One person cannot do it alone.

10 21. Moreover, certificated school site administrators, such as Vice Principals, Assistant
11 Principals, and Principals, and certificated District level administrators up to the Coordinator level,
12 which includes Instructional Specialists, are represented by their own union, the West Contra
13 Costa Administrators Association. The only certificated administrators not represented by the
14 WCCAA are those in upper-level management, Director, Executive Director, Associate
15 Superintendent and Superintendent positions. The MOU with the WCCAA does not allow
16 administrators to be reassigned to a teaching position mid-year, but requires any reassignment to
17 be done in consistent with March 15 procedures/notices of release or reassignment for the
18 following school year, which applies to all District employees.

19 22. With respect to the Williams Act complaints submitted on or about September 17,
20 2024 regarding Highland Elementary School, the District responded to these complaints through
21 the Principal of Highland Elementary School on or about November 9, 2024. See District's
22 Responses to Highland Elementary School Williams Act Complaints, dated November 9, 2025,
23 true and correct copies of which are attached hereto as Exhibit 6.

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct. Executed on this 7th day of March, 2025 in Richmond, California.

26
27
28



Camille Johnson

EXHIBIT 1

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: _____

4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): ____/____/____ to ____/____/____

Ending date of school term, track, or year: ____/____/____

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE SHORTAGE AREA FOR THE ASSIGNMENT

- Special Education
- Clinical or Rehabilitative Services
- Speech-Language Pathology Services
- Driver Education and Training
- 30-Day Substitute

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

No copies are necessary if this is a recognized high incidence area.

- Advertised in local/national newspapers
- Advertised in professional journals
- Attended job fairs in California
- Attended recruitment out-of-state
- Contacted IHE placement centers
- Distributed job announcements
- Internet

Other _____

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

6. NON STATEWIDE NON SHORTAGE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- | | |
|---|--|
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Multiple Subject Teaching |
| <input type="checkbox"/> Single Subject Teaching (all subject areas) | <input type="checkbox"/> Pupil Personnel Services: Counseling, Psychology, Social Work |
| <input type="checkbox"/> Designated Subjects – except driver education and training | <input type="checkbox"/> Reading Specialist/Certificate |
| <input type="checkbox"/> Teacher Librarian Services | <input type="checkbox"/> Teacher of English Learner Students |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- Distributed job announcements
- Contacted IHE placement centers
- Internet (i.e. www.edjoin.org)

Optional recruitment methods:

- Advertised in local/national newspaper
- Attended job fairs in California
- Attended recruitment out-of-state
- Advertised in professional journals

Other _____

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialed in the authorization of the waiver request applied for the position? _____

How many individuals credentialed in the authorization of the waiver request were interviewed? _____

What were the results of those interviews? (Please indicate answers in numbers)

- _____ Applicant(s) withdrew
- _____ Candidate(s) declined job offer
- _____ Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

List the requirements that the applicant must complete to be eligible for the credential along with the credential goal and target date by which he or she plans to complete those requirements

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE

8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name _____ Position _____

9. SUBSEQUENT WAIVER REQUESTS

- Attach a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.
- Attach supporting documentation

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

- Yes No Not applicable (program completion is not a requirement)

11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)

Answers to the following questions are required. **If you answer yes to any question, you must complete the corresponding [Professional Fitness Explanation Form](#).**

Before granting your application, the Commission will review, at a minimum:

- Federal Bureau of Investigation criminal history (rap sheet)
- California Department of Justice criminal history (rap sheet)
- International database of teacher misconduct maintained by the National Association of State Directors of Teacher Education and Certification (NASDTEC)
- Previous reviews by the Commission
- Complaints from others
- Notifications from school districts
- Teacher preparation test score violations

You must disclose misconduct, even if:

- It happened a long time ago
- It happened in another state, federal court, military or jurisdiction outside the United States
- You did not go to court and your attorney went for you
- You did not go to jail or the sentence was only a fine or probation
- You received a certificate of rehabilitation
- Your conviction was later dismissed (even if under Penal Code section 1203.4), expunged, set aside or the sentence was suspended



WARNING: You will be required to sign your application under penalty of perjury; by doing so you are also stating that you understand:

- That the information you provide is true and correct;
- That you understand any and all instructions related to your application;
- Failure to disclose any information requested is falsification of your application and the Commission may reject or deny your application or take disciplinary action against your credential;
- The Commission may reject your application if it is incomplete and it will be delayed.

a. Have you ever been:

- dismissed or,
- non-reelected or,
- suspended without pay for more than ten days, or
- retired or,
- resigned from, or otherwise left school employment

because of **allegations of misconduct** or while **allegations of misconduct** were pending?

Yes

No

b. Have you ever been convicted of any felony or misdemeanor in California or any other place?

You must disclose:

- all criminal convictions
- misdemeanors and felonies
- convictions based on a plea of no contest or nolo contendere
- convictions dismissed pursuant to Penal Code Section 1203.4
- driving under the influence (DUI) or reckless driving convictions
- no matter how much time has passed

You do not have to disclose:

- misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.
- Infractions (DUI or reckless driving convictions are not infractions)

Yes

No

c. Are you currently the subject of any inquiry or investigation by any law enforcement agency or any licensing agency in California or any other state?

Yes

No

d. Are any criminal charges currently pending against you?

Yes

No

e. Have you ever had any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service, revoked, denied, suspended, publicly reprimanded, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

f. Have you ever had any professional or vocational (not teaching or educational) license revoked, denied, suspended, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

12. CHILD ABUSE AND NEGLECT MANDATED REPORTING (to be answered by the applicant)

As a document holder authorized to work with children, it is part of my professional and ethical duty to report every instance of child abuse or neglect known or suspected to have occurred to a child with whom I have professional contact.

I understand that I must report immediately, or as soon as practicably possible, by telephone to a law enforcement agency or a child protective agency, and will send a written report and any evidence relating to the incident within 36 hours of becoming aware of the abuse or neglect of the child.

I understand that reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person is not a substitute for making a mandated report to a law enforcement agency or a child protective agency.

I understand that the reporting duties are individual and no supervisor or administrator may impede or inhibit my reporting duties.

I understand that once I submit a report, I am not required to disclose my identity to my employer.

I understand that my failure to report an instance of suspected child abuse or neglect as required by the Child Abuse and Neglect Reporting Act under Section 11166 of the Penal Code is a misdemeanor punishable by up to six months in jail or by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

I acknowledge and certify that as a document holder, I will fulfill all the duties required of a mandated reporter.

I agree

13. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

Public School District: Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months

County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency: Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #15 below, the person signing verifies that there were no objections to this waiver request.

14. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.

Signature of Applicant

(Sign full legal name as listed in #2)

Date

15. EMPLOYING AGENCY CERTIFICATION *(To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)*

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature: _____

Title: _____

Date: _____

EXHIBIT 2



United Teachers of Richmond, CTA/NEA

700 Crestview Drive • Pinole, CA 94564 • (510) 222-5112 • FAX (510) 222-5114
Francisco Ortiz
President

Mark Mitchell
Executive Director

December 20, 2024

Dr. Kim Moses

Interim Superintendent

West Contra Costa Unified School District

Subject: Cease and Desist Regarding Improper Involuntary Transfers

Dear Dr. Moses,

On behalf of the United Teachers of Richmond (UTR), we demand that you immediately cease and desist from any further action regarding the involuntary transfers or reassignments of UTR members slated for January 2025.

The District's reliance on California Education Code Section 35035(e) to justify these involuntary transfers is fundamentally flawed. This provision explicitly requires notice to and approval by the Governing Board of the West Contra Costa Unified School District.

UTR has been informed and believes that the Governing Board has neither approved these involuntary transfers nor discussed this matter in a public meeting, as required by law. Consequently, these actions lack the necessary legal authority.

Accordingly, we demand that you, as the Interim Superintendent, immediately abide by the law and rescind each and every improper notice of reassignment issued to UTR members.

If the proposed actions progress, UTR will review all remedies available to UTR and the affected educators under the law.

Sincerely,

Francisco Ortiz

President

United Teachers of Richmond

EXHIBIT 3



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES
1108 Bissell Avenue
Richmond, CA 94801-3135
Telephone (510) 231-1181 FAX (510) 237-6411

Kim Moses, Ed.D.
Interim Superintendent

Camille Johnson Ed.D.
Associate Superintendent, HR

Sylvia Greenwood, Ed.D.
Director, Certificated Staff, HR

December 20, 2024

Via Email Only

United Teachers of Richmond
Francisco Ortiz, President
President@unitedteachersofrichmond.com

Re: District's response to December 20, 2024 cease and desist letter

Dear Mr. Ortiz,

The District is in receipt of your cease and desist letter dated December 20, 2024, regarding the mid-year involuntary transfers. You claim that the District's reliance on Education Code section 35035 (e) and (f) is fundamentally flawed because UTR has been informed that the "Governing Board has neither approved these involuntary transfers nor discussed the matter in a public meeting."

The District's reliance on Education Code section 35035 is proper because the administrative transfer process being followed is found in Article 14, Section 5 of the 2022-2025 UTR collective bargaining agreement. The Board of Education ratified the collective bargaining agreement during a public meeting on April 12, 2023.

As you are aware, the District notified UTR of its intent to transfer credentialed non-classroom educators within UTR to classroom assignments in January 2025 due to the number of vacancies in the District. The District and UTR met on December 12, December 17, and December 18 to meet and confer over this administrative transfer process. Several agreements regarding the transfer process were made during these three bargaining sessions.

The District has determined that the reassignment letters improperly reference Article 14, Section 3, of the UTR agreement, and therefore, the District will rescind the reassignment letters issued on December 19, 2024. However, please note that the District will reissue reassignment letters on

January 6, 2025, with the correct assignment procedures outlined in Article 14, Section 5 (Transfer and Reassignment). The anticipated start date of these reassignments will be January 21, 2025, to ensure all procedures outlined in Article 14, Section 5 can be completed prior to the reassignments.

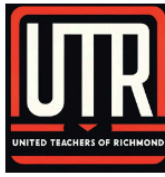
Sincerely,

A handwritten signature in black ink that reads "Camille Johnson". The signature is written in a cursive, flowing style.

Camille Johnson, Ed.D.
Associate Superintendent, Human Resources

Cc: Dr. Kim Moses, *Interim Superintendent*
Dr. Sylvia Greenwood, *Director, Certificated Certificated Staff, HR*

EXHIBIT 4



United Teachers of Richmond, CTA/NEA

700 Crestview Drive • Pinole, CA 94564 • (510) 222-5112 • FAX (510) 222-5114
Francisco Ortiz
President

Mark Mitchell
Executive Director

January 5, 2025

Subject: Continued Demand to Cease and Desist from Improper Involuntary Transfers

Dear Dr. Johnson,

Your December 20, 2024, letter raises further concerns about the District's unilateral decision to involuntarily transfer dozens of UTR-represented educators. However, it fails to provide sound legal or contractual justification for these actions. Therefore, UTR reiterates its demand that WCCUSD immediately cease and desist from proceeding with these improper transfers.

Your December 20 letter represents the third attempt to justify these involuntary transfers, yet it is no more convincing than the prior explanations. Initially, in a December 12, 2024, meeting, you asserted that the District was proceeding solely based on Education Code Section 35035(e). At the time, UTR assumed the District had complied or intended to comply with the law, which explicitly requires WCCUSD Board approval. District staff circumvented this requirement, choosing instead to act unilaterally without seeking or obtaining Board approval.

UTR is deeply troubled that the newly appointed interim superintendent's first significant action is to override both the Education Code and the WCCUSD Board unilaterally, disrupting the education of hundreds of West County students and the careers of dozens of long-serving certificated educators. This action undermines trust and stability within our schools.

Second, in the individual reassignment letters issued to affected UTR members, the District claimed reliance on Article 14, Section 3 of the union contract. However, this section only applies to transfers necessitated by school closures or lost ADA—neither of which is the situation here.

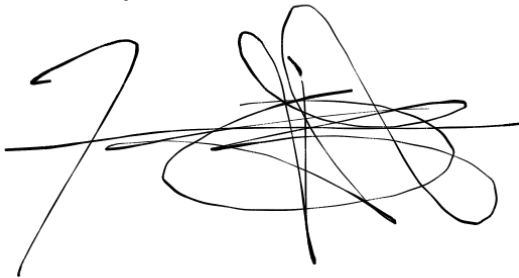
Now, in your December 20 letter, the District introduces yet another justification, citing Education Code 35035(e) in conjunction with Article 14, Section 5 of the union contract. Article 14, Section 5, however, pertains only to "for cause" transfers, which in the labor relations context means the educator must have engaged in some underlying behavior that gives the District a specific cause to transfer them. None of the cited justifications

align with the current situation. The haphazard manner in which these justifications have been concocted and cavalierly presented is profoundly concerning and indicative of a failure to act in good faith.

UTR reasserts that these involuntary transfers do not comply with Education Code 35035(e), which explicitly requires the approval of the WCCUSD Board. The Board's prior ratification of the collective bargaining agreement does not satisfy this requirement, as the union contract does not authorize the types of transfers the District is attempting. Even if Article 14, Section 5 were relevant (which it is not), the Board's approval of a union contract years ago does not constitute the specific approval mandated by 35035(e).

We demand that the District refrain from further actions and engage in meaningful dialogue with UTR leadership to collaboratively develop a real, actionable plan to staff our classrooms with permanent certificated educators. West County students deserve nothing less.

Sincerely,

A handwritten signature in black ink, appearing to be "Francisco J. Ortiz". The signature is stylized and somewhat messy, with a large, loopy initial "F" and a complex, scribbled-out name.

Francisco J. Ortiz
President
United Teachers of Richmond, CTA/NEA

EXHIBIT 5



**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES**

1108 Bissell Avenue
Richmond, CA 94801-3135
Telephone (510) 231-1188 FAX (510) 237-6411

Kim Moses, Ed. D.
Interim Superintendent

Camille Johnson, Ed. D.
Associate Superintendent, HR

January 6, 2025

Via Email Only

United Teachers of Richmond
Francisco Ortiz, President
President@unitedteachersofrichmond.com

Re: District's response to January 5, 2025 cease and desist letter

Dear Mr. Ortiz,

The District is in receipt of your second cease and desist letter dated January 5, 2025, regarding the mid-year involuntary transfers, and provides the following response.

We understand that these involuntary transfers may be disruptive to the educators affected by this decision; however, the District has carefully considered all aspects of the proposed transfers and believe it is in the best interest of our students and will resolve ongoing staffing needs. The District's primary mission is to educate students. Board Policy 0000 (Vision) states: "the primary function of the district must be to provide the best possible education for each child based on his/her needs." Currently, the District has 70 teacher vacancies. The District had engaged in numerous outreach efforts and recruiting to fill the vacancies but continues to have critical need for credentialed employees. In order to comply with the District's primary mission, it must prioritize providing credentialed teachers in every classroom. The District has worked with and continues to be willing to work with UTR to address any concerns and to provide the necessary support to these educators as the transfers are implemented.

As you are aware, on December 5, 2024, the District first notified UTR of its intent to transfer credentialed non-classroom educators within UTR to classroom assignments with a January 2025 effective date due to the high number of vacancies within the District as discussed above. UTR sent a letter on December 10, 2024 asking to meet regarding this issue. The District and UTR then met repeatedly on December 12, 2024, December 17, 2024, and December 18, 2024, to engage in meet and confer over this administrative transfer process. In fact, the District and UTR come to several agreements regarding this transfer process during these three bargaining sessions. These agreements align with both Article 14, section 5, and Section 9(2) of the 2022-2025 UTR CBA.

In your second cease and desist letter, you claim that the District can only implement Article 14, Section 5 when an educator “engages in some underlying behavior.” In contrast, Section 5 does not limit the District’s ability to administratively transfer an educator only when there is inappropriate or underlying behavior. Section 5 is titled, “Administrative Transfer for Cause (Employer Initiated)” and allows for a transfer for the “welfare” of an employee and/or the District. As stated above, the welfare of the District requires these transfers to fulfill its primary mission of educating students. To emphasize this point, Article 14, section 5(f) reiterates that a sound reason must exist for the proposed transfer and states that a transfer “shall not be made for arbitrary or capricious reasons.” The District has repeatedly stated to UTR that these transfers are being initiated for the best interest of students based on the number of teacher vacancies within the District.

You also state that the Board’s ratification of the 2022-2025 collective bargaining agreement does not satisfy Education Code section 35035(e) and (f) but you do not provide any authority for such a claim. However, the plain wording of Education Code section 35035 (e) and (f) provide the authority to the District to make these transfers.

Education Code section 35035 (e) states that “**The superintendent of each school shall. . . subject to the approval of the governing board of the school district, assign all employees of the school district employed in positions requiring certification qualifications to the positions in which they are to serve. This power to assign includes the power to transfer a teacher from one school to another school at which the teacher is certificated to serve within the school district when the superintendent concludes that the transfer is in the best interest of the school district.** [Emphasis added.]”

In addition, Education Code section 35035 (f) states that “**The superintendent of each school shall... upon adoption by the school district board of a school district policy concerning transfers of teachers from one school to another school within the school district, have authority to transfer teachers consistent with that policy.** [Emphasis added.]”

The Board of Education did in fact adopt a revised version of Board Policy 4114 (Transfers) on January 23, 2019, which acknowledges the District may need to initiate involuntary transfers and confirms that the District may assign staff in accordance with district policy and/or the CBA to satisfy staffing requirement needs. The policy reads as follows:

The Governing Board desires that certificated staff be assigned in a manner that equitably distributes highly qualified and experienced teachers, meets the needs of district students, and satisfies staffing requirements at each school. The Superintendent or designee is authorized to assign certificated staff in accordance with district policy and/or the collective bargaining agreement as applicable.

[...]

Involuntary Transfers

Involuntary transfers may become necessary when programs are reduced or cancelled, when schools are closed, or when otherwise required in order to accommodate the school's staffing needs.

If a teacher objects to a transfer, he/she may request a meeting with the Superintendent or designee and the principal. If dissatisfied with the results of this meeting, the teacher may appeal to the Board. The Board's decision shall be final. (emphasis added.)

Finally, on December 20, 2024, the District acknowledged to UTR that the reassignment letters previously issued had mistakenly referenced Article 14, Section 3, of the UTR agreement and, therefore, the District stated that it would rescind the previously issued reassignment letters issued on December 19, 2024. The District also stated that it intended to reissue new reassignment letters under Article 14, Section 5 on or about January 6, 2025. In addition, the District also delayed the planned start date of the involuntary transfers to accommodate the reissuance of the transfer letters.

Based on the foregoing, the District is acting in full accordance with Education Code section 35035(e) and (f), Board Policy 4114, and Article 14, Section 5 of the CBA, and has the authority to make these transfers for the welfare of the District.

Sincerely,



Camille Johnson
Associate Superintendent, Human Resources

EXHIBIT 6



2829 Moyers Rd, Richmond, CA 94806 | Phone (510) 231-1424

November 9, 2024

Dear Mr. Gideon Prior,

This letter serves in response to a Williams Complaint received on September 17, 2024.

We understand the importance of maintaining a safe and comfortable environment, and I want to update you on the steps we're taking to address the issues you mentioned.

Teacher Vacancy or Misassignment

- **Room 20 Vacancy:** We have filled this position with a long-term classroom substitute who works in collaboration with a highly qualified virtual SpED teacher, ensuring a seamless experience for students and staff in that classroom.

School Building and Facility:

- **Play Structure:** Work orders have been placed to address the rust on the play structure, play structure mat has recently been installed with new ones.
- **High CO2 Levels:** We are aware of the CO2 levels reported, and I want to assure you that they are being closely monitored and assessed as non-harmful. We are committed to keeping air quality within safe standards and will continue monitoring to ensure the well-being of all individuals on-site.
- **Tripping Hazards:** Our Slip, Trip and Fall Hazard Team is on-site and actively working to identify and address any potential tripping hazards to improve safety across the property.

Restroom

- **Campus Restrooms:** School restrooms are open throughout the day and available to all students
- **Kindergarten Classrooms 1 & 2:** A mold inspection was conducted, and we are happy to report that no mold was found. We have submitted work orders to address the odor concerns. We will provide any status updates in a timely manner. The classrooms are equipped with Kindergarten-appropriate bathrooms and are currently unavailable for student use until clearance from maintenance and operations.
- Additionally, we have requested additional restroom facilities to better accommodate everyone's needs.

We appreciate your patience as we continue working on these improvements and remain committed to addressing your concerns. Please don't hesitate to reach out if you need further updates or have additional questions.

Sincerely,

Ms. Cheng Saechao
Principal



2829 Moyers Rd, Richmond, CA 94806 | Phone (510) 231-1424

November 9, 2024

Dear Mr. Carlos Nieto,

This letter serves in response to a Williams Complaint received on September 17, 2024.

We understand the importance of maintaining a safe and comfortable environment, and I want to update you on the steps we're taking to address the issues you mentioned.

Teacher Vacancy or Misassignment

- **Room 12 Vacancy:** We have filled this position with a highly qualified SpED teacher, whose effective start date was August 23, 2024.

School Building and Facility:

- **Exposed Wires:** Work orders have been submitted to address reports of exposed wires on campus. Any status updates we receive will be provided in a timely manner.
- **High CO2 Levels:** We are aware of the CO2 levels reported, and I want to assure you that they are being closely monitored and assessed as non-harmful. We are committed to keeping air quality within safe standards and will continue monitoring to ensure the well-being of all individuals on-site.
- **Lead in water:** Although there is currently no evidence of lead in the water, we have proactively submitted a request for testing to ensure that water quality meets all safety standards.

Restroom

- **Campus Restrooms:** School restrooms are open throughout the day and available to all students
- **Kindergarten Classrooms 1 & 2:** A mold inspection was conducted, and we are happy to report that no mold was found. We have submitted work orders to address the odor concerns. We will provide any status updates in a timely manner. The classrooms are equipped with Kindergarten-appropriate bathrooms and are currently unavailable for student use until clearance from maintenance and operations.

We appreciate your patience as we continue working on these improvements and remain committed to addressing your concerns. Please don't hesitate to reach out if you need further updates or have additional questions.

Sincerely,

Ms. Cheng Saechao
Principal