

**SUMMARY OF TENTATIVE AGREEMENT**

**WITH** WCCAA & Unrepresented **BARGAINING UNIT**  
**OF THE** West Contra Costa Unified **SCHOOL DISTRICT**

To be acted upon by the Governing Board at its meeting on June 13, 2018.

**GENERAL:**

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

**Certificated** Settled **Classified** Settled

The proposed agreement covers the following period: 7/1/2018 - 6/30/2019

**COMPENSATION:**

Proposed percentage increase in proposed agreement: FY 2018-19: 3% & 1%

Current year total cost increase for: **Salaries:** \$395,830 + \$35,000

**Statutory Benefits:** \$90,879

**Health & Welfare:** \$83,556

**OTHER PROVISIONS:**

**Other Compensation: (off schedule stipends, bonuses, etc.)**

N/A

**Non-Compensation: (Class Size Reduction, Teacher Prep Time, etc.)**

N/A

**TOTAL COST OF COMPENSATION INCREASE** \$ 605,265

**WAS THIS COST INCLUDED IN THE LATEST PROJECTIONS PROVIDED TO THE COUNTY OFFICE?**

Yes  No



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**Certificated** Settled

**Classified** Settled

**The proposed agreement covers the following period:** 7/1/2019 - 6/30/2020

**COMPENSATION:**

**Proposed percentage increase in proposed agreement:** FY 2019-20: 3% & 1%

**Current year total cost increase for:** **Salaries:** \$407,705 + \$35,000

**Statutory Benefits:** \$93,384

**Health & Welfare:** \$83,556

**OTHER PROVISIONS:**

**Other Compensation: (off schedule stipends, bonuses, etc.)**

N/A

**Non-Compensation: (Class Size Reduction. Teacher Prep Time. etc.)**

N/A

**TOTAL COST OF COMPENSATION INCREASE** \$ 619,645

**WAS THIS COST INCLUDED IN THE LATEST PROJECTIONS PROVIDED TO THE COUNTY OFFICE?**

Yes  No



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OF THE West Contra Costa Unified SCHOOL DISTRICT

To be acted upon by the Governing Board at its meeting on June 13, 2018.

**GENERAL:**

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

Certificated Settled Classified Settled

The proposed agreement covers the following period: 7/1/2020 - 6/30/2021

**COMPENSATION:**

Proposed percentage increase in proposed agreement: FY 2020-21: 2% & 1%

Current year total cost increase for: Salaries: \$279,958 + \$35,000

Statutory Benefits: \$66,437

Health & Welfare: \$83,556

**OTHER PROVISIONS**

Other Compensation: (off schedule stipends, bonuses, etc.)

N/A

Non-Compensation: (Class Size Reduction, Teacher Prep Time, etc.)

N/A

**TOTAL COST OF COMPENSATION INCREASE** \$ 464,951

**WAS THIS COST INCLUDED IN THE LATEST PROJECTIONS PROVIDED TO THE COUNTY OFFICE?**

Yes  No



## Summary of Tentative Agreement

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### **SOURCE FUNDING:**

**The following source(s) of funding have been identified to fund the proposed agreement:**

Unrestricted General Fund Balance:

Effective July 1, 2018 the district will make a 3% salary increase to salary schedule for WCCAA members.

Effective July 1, 2019 the district will make a 3% salary increase to salary schedule for members. \$407,705+\$93,384

Effective July 1, 2020 the district will make a 2% salary increase to salary schedule for members. \$279,958+\$66,437

Health cost at 2018 Bay Area Kaiser Rate 80%/20% split = \$83,556 per year

Elementary Principals only = 1% increase equates to: \$35,000 per year

### **FISCAL IMPACT IN CURRENT YEAR: Complete attached worksheet**

FY 2018-19 Amount: \$395,830 + \$35K | \$90,879 | \$83,556

FY 2019-20 Amount: \$407,705 + \$35K | \$93,384 | \$83,556

FY 2020-21 Amount: \$279,958 + \$35K | \$66,437 | \$83,556

### **FISCAL IMPACT IN FUTURE YEARS:**

**The following assumptions were used to determine that resources would be available to fund these obligations in future fiscal years:**

#### **Growing /Maintaining Enrollment Districts:**

The district has sufficient one-time fund balance and worked on current year cuts. The district will need to make additional cuts in upcoming fiscal years to maintain the ongoing expenses of the three-year bargaining unit contract.

#### **Declining Enrollment Districts:**



PRINT

RESET

10/15/2012

**CERTIFICATION**

To be signed by the District Superintendent and Chief Business Official of the district prior to submission to the Governing Board and by the Board President upon formal Board action on the proposed agreement.

The certification is based on the most recent available information on state apportionments, property taxes and other sources of ongoing revenue as well as the most recent reasonable projections of ongoing expense.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB1200, AB2756 and Government Code 3547.5.

The Superintendent and Chief Business Official of the district certify that, based on the best of their knowledge as of the date of this certification, the district will be able to meet the costs incurred under the proposed agreement over the term of the agreement. Furthermore, all necessary adjustments to the current budget have been or will be made in order to provide the funding for the settlement that is outlined in this statement of disclosure.

**DISTRICT:** West Contra Costa Unified School District

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Official

\_\_\_\_\_  
Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on June 13, 2018, took action to approve the proposed agreement.

\_\_\_\_\_  
President, Governing Board

\_\_\_\_\_  
Date



The following document is an agreement between West Contra Costa Administrators Association and the West Contra Costa Unified School District. The changes to the contract are listed in the body with deletions being struck through (~~strikeout~~) and additions being underlined (underlined).

## Article 1 Agreement

1.1 This Agreement is effective July 1, ~~2015~~ 2018-June 30, ~~2018~~ 2021. Terms of Agreement shall include;

- July 1, 2018, one reopener on Article 12 benefits if the Bay Area Kaiser rate, which is currently used in Article 12, rises above the current contractual published rates.
- July 1, 2019, one reopener on Article 12 benefits if the Bay Area Kaiser rate, which is currently used in Article 12, rises above the current contractual published rates.
- July 1, 2020, one reopener on Article 12 benefits if the Bay Area Kaiser rate, which is currently used in Article 12, rises above the current contractual published rates.
  
- ~~July 1, 2016, one Article from WCCAA and one article from the District;~~
- ~~July 1, 2017, Article 3, Article 12, and one additional Article from WCCAA and one additional Article from the District;~~
  
- ~~The parties agree that for the duration of the contract any bargaining unit group which receives a salary increase amount greater than the total of eight percent (8%) for the contractual time period of 2015-16 and 2016-17 the same amount above 8% will be applied to the salary increase for WCCAA. It is understood by both parties that individual bargaining units may fund increases differently on their salary schedules, but within the same parameters of the eight percent (8%): Items funded from within a bargaining Unit's contract will not be subject to the above provision;~~
  
- ~~The parties agree to convene a subcommittee to review and revise the evaluation instrument used for administrators during the 2015-16 school year. The parties commit to completing the task prior to April 30, 2016 and present to both sides for an MOU. If the parties come to agreement on an MOU for~~

~~this topic the evaluation instrument which was developed will be implemented for the 2016-17 school year.~~

- The parties agree to convene a subcommittee to review and revise the evaluation instrument and process which are currently being used to evaluate administrators in WCCAA.
  - The subcommittee will be composed of 10 members in the following categories; 3 elementary (or K-8) principals, 1 middle school principal, 1 high school principal, 1 central office administrator, 1 alternative education principal, 1 special education administrator, the Assistant Superintendent for Human Resources, and one executive director.
  - Subcommittee members will be identified by August 15, 2018.
  - The subcommittee will convene no later than August 31, 2018 and will establish monthly meeting dates at the first meeting.
  - The parties commit to completing the task prior to March 29, 2019 and to present the recommendation to both sides between April 1-15, 2019.
  - If the parties come to agreement on an MOU for this topic, the evaluation instrument agreed upon will be implemented for the 2019-20 school year.
  - The subcommittee shall stay as a committee for a period of one year following implementation to evaluate how the system is working and offer possible modifications

- 1.2 This Agreement, including all side letters, fully incorporates the understandings of the parties on all matters over which the parties have bargained. It supersedes all previous agreements and prior practices insofar as they relate to the provisions of this Agreement.
- 1.3 Neither party shall be required to bargain over any provision of this Agreement during its duration, except by mutual consent.
- 1.4 If the Agreement expires prior to agreement on a new contract, then the Agreement will continue in effect until a new agreement is reached or the negotiation process is exhausted.

## **ARTICLE 2 RECOGNITION**

1. The District confirms its recognition of the West Contra Costa Administrators Association (“WCCAA”) as the exclusive representative and agrees to negotiate exclusively with the Association for that unit of employees recognized by the District representing certificated supervisors pursuant to PERB Case No. SF-RR-841. The unit includes, but is not limited to, the following positions:

Administrator Bilingual/ELD Services  
Administrator Middle College High School Alternative Education Project  
Administrator Special Education  
Administrator Special Education (A)  
Administrator Student Welfare and Attendance  
Alternative Education Principal  
Assistant Director  
Assistant Principals  
Assistant Principal Alternative Education  
Assistant Principal Linked Learning  
Coordinator  
Coordinator Adm. Middle College  
Coordinator Alternative Education  
Coordinator Bilingual/ELD Services  
Coordinator Compliance  
Coordinator Consolidated Programs  
Coordinator Curriculum  
Coordinator, ELD  
Coordinator, English Language Learners  
Coordinator, English Learner Support Services  
Coordinator GATE  
Coordinator Health Education  
Coordinator Industrial Partnerships  
Coordinator Magnet Schools Curriculum Staff Development  
Coordinator Necessary Small School  
Coordinator Non-Public Schools and State Preschool  
Coordinator of Educational Services Programs  
Coordinator of State and Federal Programs  
Coordinator, Professional Development  
Coordinator Research & Evaluation  
Coordinator ROP  
Coordinator Special Education  
Coordinator of Special Education-Educationally Related Mental Health Services (ERMHS)  
Coordinator Special Projects

Coordinator Student Support Services  
Coordinator Summer School  
Coordinator University Partnerships  
Coordinator Vocational Education  
DATE Coordinator  
Dean Secondary  
504 Intervention Specialist  
K-12 Instructional Specialist-Elementary  
K-12 Instructional Specialist-Middle  
K-12 Instructional Specialist-High  
Principal Adult Education  
Principal Alternative Education  
Principal Elementary  
Principal K-8  
Principal Junior/Middle High  
Principal Senior High  
Project Administrator  
Student Support Services Administrator  
TLC Principal  
Vice Principal Adult Education-Evening  
Vice Principal Adult Education-Day  
Vice Principal Elementary  
Vice Principal K-8  
Vice Principal Secondary  
Extended Learning Elementary Principal  
Extended Learning Elementary Vice Principal  
Extended Learning Middle School Principal  
Extended Learning Middle School Vice Principal  
Extended Learning High School Principal  
Extended Learning High School Assistant Principal  
Extended Learning Principal – Special Ed

2. WCCAA, in return, recognizes the Board of Education as the duly elected representative of the people and agrees to negotiate exclusively with the Board through its designated District representatives under the provisions of the Educational Employment

Relations Act. WCCAA further agrees that it, its unit members and agents shall not attempt to negotiate privately or individually with any Board Member or District manager.

3. The parties understand and agree that some individuals in positions listed within the negotiation unit may from time to time agree to participate as members of the District negotiating team in negotiations with other bargaining units. The unit members that participate will do so with the mutual agreement of the District and WCCAA. It is agreed that during such times, these individuals are considered confidential employees of the District, but their employment conditions will still be governed by this Agreement.

4. New classifications created shall be subject to negotiations between the District and WCCAA to determine if they are to be included in the bargaining unit. The parties may mutually agree to place a classification in the unit. Disputed cases shall be submitted to the PERB by either party and shall not be subjected to the grievance procedures contained in this Agreement.

5. The following procedures apply when creating new positions that the parties agree fall within the bargaining unit.

1. Either the District or ~~West Contra Costa Administrators Association~~ WCCAA may initiate a meeting to explain the issue or problem relating to a new position.

2. The parties will also meet and confer on request over the creation of the new position and need to place a person in an “acting” or “interim” assignment.

3. The District may then advertise and fill the position. Placement in an “acting” assignment may occur either immediately on creating the position or after a period of time (e.g., if recruiting is unsuccessful).

### ARTICLE 3 SALARY

3.1 The parties agree to the attached salary schedule, shown in Appendix A, which will include stipends amounts for Extended Learning (Summer School) Administrators. The schedules in Appendix A shall reflect the following:

- A one-time \$1000.00 dollar increase to the Elementary Principal July 1, 2018.
- After the increase in the bullet above, a three percent (3%) salary increase to the WCCAA salary schedules on July 1, 2018.
- On July 1, 2019, a 3% salary increase to the WCCAA salary schedules.
- On July 1, 2020, a 2 % salary increase to the WCCAA salary schedules.

3.2 Y-Rating is defined as maintaining the same salary before a demotion occurs.

Annually, the WCCAA Executive Directors will meet with the Assistant Superintendent of Human Resources to evaluate how the Y-Rating process is working.

Using the following criteria, parties agreed that Y-rating will be recommended to the Superintendent or designee (to present for Board approval) for WCCAA unit members, on a case by case basis, if they have been reassigned to a position in a lower salary range or schedule. The decision whether to seek Board approval is made by the Superintendent or designee.

- Y-rating would be for WCCAA unit members only
- Y-rating would be for one year only
- Employee must have received at least a “3” satisfactory rating on his/her last evaluation in order to be considered for Y-rating
- Employee must have no records of disciplinary action within the last three (3) years in order to be considered for Y-rating

Using the above criteria, an employee with permanent status and/or in a grant-funded position that is reduced or eliminated will be eligible for Y-rating within the WCCAA Bargaining Unit.

### 3.3 Salary Schedule

#### 3.3.1 Definitions

- Market rate – prevailing salaries in competing districts
- Index value – the weighted ranking of each position ~~with the elementary principal as the~~ will be in relation to the base of 1.00
- Position pay – Daily rate x index value x number of days worked

3.3.2 ~~For 2015-16 the base market rate pay for elementary principal shall be a daily rate of \$489.27.~~

~~For 2016-2017~~ 2018-2019 the base market rate pay for elementary principal (1.0) shall be a daily rate of ~~\$508.84~~ \$535.00.

For 2019-2020 the base market rate pay for elementary principal (1.0) shall be a daily rate of \$508.84 \$551.00.

For 2020-2021 the base market rate pay for elementary principal (1.0) shall be a daily rate of \$508.84 \$562.00.

3.3.3 Each person's initial placement is at 85%, 90%, 95% or 100% of full position pay, corresponding to columns 1, 2, 3, and 4.

3.3.4 Each year employees will move up one increment until full position pay is achieved.

3.3.5 The index values shall be as follows:

- Elementary Principal	1.009A- & 1.00D
- Middle School Principal	1.06
- High School Principal	1.13
- K-8 Principal	1.03
- Principal Alternative	1.00B
- Principal Adult Ed	1.07
- AP Adult Ed	0.95B
- Elementary VP	0.95A
- Middle School AP	0.97
- High School AP	0.99
- Coordinator	1.05A
- Leadership Coach	1.00A
- Admin. Spec. Ed	1.00B
- 504 Intervention Spec.	1.00
- Student Supt. Svcs. Admin.	0.99
- Admin, Middle College HS	1.00
- Alternative Ed. <u>Principal</u>	1.00
- K-12 Inst. Spec.-ES	.95A
- K-12 Inst. Spec.-MS	.97
- K-12 Inst. Spec.-HS	.99

3.3.6 Salary Schedule Provisions

- Doctorate: ~~\$1000~~ \$3000.00 annually
- Longevity: 10-14 years \$750 annually      15+ years \$1000 annually

3.3.7 Placement on the Salary Schedule

- (a) Employees new to the District shall be assigned to the entry step (STEP 1) of the salary schedule. Exceptions to this placement may be made only with the approval of the Superintendent or designee.
- (b) Promotional placement shall be no less than 5% to the next higher daily rate. The superintendent or designee may place at a higher level.

3.3.8 Demotional placement, whether voluntary or involuntary, shall be to the same step in the new salary range. (If y-rated, a year of service is earned for the y-rated year.)

3.3.9 Increments

- (a) Advancement within the salary range shall be implemented on a July 1 date.
- (b) An incumbent shall serve 75% or more of the number of days in a given position in order to advance to the next increment.
- (c) Longevity increments earned are implemented on a July 1 date. An employee must work 75% of the work year in order for the next work year to count toward longevity increment.

3.4 Performance Pay is defined as additional pay based on a satisfactory Stull evaluation and achievement of individual and learning goals. Performance pay is contingent on available funding.

3.4.1 Performance goals shall be identified by each unit member and his or her supervisor.

The performance component shall be as follows:

- 2 Individual Goals
- 2 Learning Goals (Learning Goals would be the same as District goals but the timeline for attaining the goals may vary depending on the school.)

Evaluation aligned with Individual Goals and Learning Goals.

	School	Central
Evaluation	15%	15%
Individual Goals	35%	45%
Learning Goals	50%	40%

3.4.2 Goals in “Pay-for-Performance” are pro-rated rather than all or nothing. A unit member can be paid 1, 2, or 3% (or a fraction of a percentage between 0 and 3%) performance pay above base pay depending on the number of satisfactorily completed goals.

3.4.3 The total for performance pay for the unit shall be 3% which will be added to the base pay of those receiving performance pay.

3.4.4 The parties agree there will be an appeal process regarding the establishing of goals and final performance pay evaluation.

3.4.5 Upon request of employee, support will be made available when the employee is having difficulty achieving his or her goals.

3.4.6 Contingent on available funds, administrators will participate in the Performance Pay Evaluation process annually.

- 3.5 The District will make the 12-pay deferred compensation option available to bargaining unit members.

## ARTICLE 5 ORGANIZATIONAL SECURITY

- 5.1 Upon receipt of the employee's signed membership or other authorization form, including authorization consistent with the Uniform Electronic Transaction Act, the District will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by WCCAA, and remit such dues or fees to WCCAA. Deductions will continue unless the employee mails a written revocation to (the Union) in accordance with the terms of the authorization form, or, absent any such terms, by mailing a written revocation to the Union that is postmarked during the 30-day period immediately prior to the annual anniversary of the date on which the employee signed the authorization form.
- 5.1.1 Every employee in the bargaining unit shall, as a condition of employment, be responsible for payment of dues or agency fees to WCCAA and may authorize the District to remit said dues or agency fees to WCCAA. WCCAA shall have the sole and exclusive right to have membership dues, agency fees and initiation fees deducted for all employees in the bargaining unit by the District.
- 5.2 The District shall, in accordance with applicable laws, deduct and make appropriate remittances for dues/agency fees and initiation fees. The District shall deduct the initiation fees and dues/agency fees in accordance with the amount listed by WCCAA or as changed when notified in writing signed by the President and Secretary.
- 5.3 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing up to fifteen (15) days or more after such submission.
- 5.4 WCCAA shall provide the unit members with adequate and necessary data on any dues increase at a time sufficiently prior to an effective date of any increase in order to provide the unit members with the opportunity to revoke any authorization.
- 5.5 WCCAA and the District hereby agree as follows:
- 5.5.1 WCCAA agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement (or their implementation).

5.5.2 WCCAA shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Section 5.5.1 shall or shall not be compromised, resisted, defended, tried or appealed.

5.6 Religious Objection. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the WCCAA, as a condition of employment, except that such employee shall pay, in lieu of dues or agency fees, sums equal to such dues or agency fees to one of the following nonreligious, non-labor organization and charitable funds exempt from taxation under Section 501(c) of Title 26 of the Internal Revenue Code:

- (1) American Heart Association
- (2) American Red Cross
- (3) United Way

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

5.6.1 Proof of Payment. Proof of payment pursuant to Section 5.6 above, shall be made on an annual basis to the District as a condition of continued employment. Such proof shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. WCCAA shall have the right of inspection in order to review said proof of payment.

5.6.2 Religious Objectors Use of Grievance Procedure. Any employee making payments as set forth in this section, and who requests that the grievance or arbitration provisions of this Agreement be used in their behalf, shall be responsible for paying reasonable cost of using said grievance or arbitration procedures.

5.7 The District acknowledges that WCCAA has notified the District of its intent to implement the new state legislation on agency fee. The parties will comply with legislative and PERB requirements regarding notification and collection of the agency fee.

5.8 In the event that the law changes and public employees may no longer be required to pay fair share fees as a condition of employment, the Article 5.1.1 shall be suspended and not enforced. The District shall continue to deduct dues, fees, or contributions that any bargaining unit member has authorized. If the law changes, the District agrees to engage in bargaining to address any revisions to contract language which may be necessary.

## ARTICLE 7

### PROHIBITED ACTIVITIES

1. It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by employees or by the Association, its officers, or agents, during the term of this Agreement, including compliance with the requests of other labor organizations to engage in such activity.
2. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
3. ~~It is understood that the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement, or in District policy, from any employee who violates this Article, and/or the Association in the event the Association violates this Article.~~

7.3 It is agreed that there will be no lockout of employees by the District or its officers or agents

## ARTICLE 8

### LEAVES

- 8.1 Sick Leave. Based on the current work year, every unit member employed five (5) days per week shall be entitled to the number of sick leave days per year as outlined below.

Annually each certificated employee shall be credited sick leave as follows:

Work Year:	12	Months	=	12 days sick leave
	11	Months	=	11 days sick leave
	10	Months	=	10 days sick leave

- 8.1.1 Unused sick leave shall accrue from school year to school year.
  - 8.1.2 Extended personal illness leave may require a physician's statement.
- 8.2 Bereavement Leave. Unit members shall be entitled to five (5) days paid leave of absence or seven (7) days if travel in excess of 400 miles is required on account of death of any member of his/her immediate family. This leave shall not be deducted from sick leave.
- 8.2.1 Immediate family is defined as the parent, grandparent, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister or any relative living in the

immediate household of the unit member.

8.3 Court Summons--Jury Duty.

8.3.1 Unit members who are subpoenaed to appear in court as witnesses in other than their own personal cases shall be allowed full salaries minus fees during their required absence from duty. Employees who are absent for court appearances involving their own interests, or in cases in which they are plaintiff or defendant, shall be entitled to use personal necessity leave. In all cases, summons or proof of required presence in court must be presented to the Human Resources Department.

8.3.2 When unit members are appearing as co-defendants or as co-plaintiffs with the West Contra Costa Unified School District in cases involving themselves and the District, their salaries shall continue as though they were meeting their assignments.

8.3.3 Unit members serving on jury duty may do so with full salary.

8.4 Extended Illness Leave. When a unit member has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, the unit member will be entitled to a fixed total amount of \$100.00 per day, up to five (5) school months as extended illness leave. The five (5) months or less period during which the above deductions occur shall not begin until all other paid sick leave provisions have been exhausted. A unit member is entitled to this leave only once per illness or accident, per year.

8.5 Extended Personal Leave. Upon request of the unit member, the District may grant an unpaid leave for one (1) year. Additional unpaid leave may be granted by mutual agreement.

8.6 Personal Leave for Illness in Family. A unit member shall be granted two (2) days emergency absence per year from service without loss of pay for the following reasons: Sudden or unexpected illness or injury of a member of the immediate family, or necessary surgery on a member of the immediate family. This will not reduce the unit member's sick leave.

8.7 Health Leave.

8.7.1 A unit member classified as a permanent employee may be granted an extended leave of absence without pay for reasons of health, recuperation or injury. ~~Extended leave may be granted for a semester or one-year period to correspond as nearly as possible with the schedule for the school year.~~

8.7.2 Upon request, the unit member shall provide a health affidavit from a licensed physician to verify the need for the requested health leave.

- 8.7.3 Prior to the granting of a health leave, the District may require a physical examination by a physician selected by the District. Such examination shall be at no cost to the employee.
- 8.8 Industrial Accident or Illness Leave. Pursuant to the provisions of Education Code sections 44984 and 45192, unit members shall be provided leave of absence for industrial accident or illness under the following rules and regulations:
- 8.8.1 The accident or illness must have arisen out of and in the course of the employment of the unit member, and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Insurance Fund.
- 8.8.2 Allowable leave shall be for sixty (60) days during which the schools of the District are required to be in session, or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident.
- 8.8.3 Allowable leave shall not be accumulated from year to year.
- 8.8.4 The leave under these rules and regulations shall commence on the first day of absence.
- 8.8.5 When a unit member is absent from his/her duties because of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs which, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
- 8.8.6 Paid industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award.
- 8.8.7 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 8.8.8 During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received for his/her industrial accident or illness. The District, in turn, shall issue the unit member's salary and shall deduct normal retirement and other authorized contributions.
- 8.8.9 The benefits provided by these rules and regulations shall be applicable to all unit members immediately upon becoming a unit member of the Association.
- 8.8.10 A unit member receiving benefits as a result of these rules and regulations shall,

during period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

8.8.11 The District shall post in each school building information about the basic procedures to be followed in cases of on-the-job and in-course-of-employment illness or injury. Such notices are available from the Workers' Compensation Insurance Fund.

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

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

8.11 Pregnancy Disability Leave

8.11.1 Intent: To make contract language consistent with federal and state laws governing medical and pregnancy leave laws. Any changes in the law shall supersede the leave language in this contract.

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

8.11.3 Unit members may take up to four months per pregnancy of unpaid leave while disabled by pregnancy, childbirth or related medical condition.

8.11.4 Unit members who qualify for this leave must exhaust all paid leaves including sick leave and differential pay under Section 8.4 above

8.11.5 Unit members will be entitled to health benefits in the same manner as if working during this period, as specified in Section 8.11.3.

8.11.6 This leave is available to unit members immediately if disabled due to pregnancy, childbirth or related medical condition

8.11.7 The District shall not discriminate against a unit member because of pregnancy.

8.11.8 This leave will run concurrently with all applicable federal and state family medical leaves statutes

## 8.12 Medical and Family Leaves

### 8.12.1 Unit member's Own Serious Medical Condition Leave:

- (a) Intent: To make contract language consistent with federal and state laws governing medical, pregnancy and family leave laws including but not limited to the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and the California Pregnancy Disability Leave (PDL) statutes. Any changes in the law shall supersede the leave language in this contract.
- (b) Unit members may take up to 12 work weeks of unpaid leave family care in any 12-month period, which shall be counted backward from the date family leave is taken due to his or her own serious medical condition.
- (c) Unit members who qualify for this leave must exhaust all paid leaves including sick leave and differential pay under Section 8.4 above.
- (d) Unit members will be entitled to health benefits in the same manner as if working.
- (e) To qualify for this leave, the employee must have:
  - a. Been employed with the District for at least 12 months;
  - b. Actually worked 1250 hours during the 12 month period immediately prior to commencement of the leave;
  - c. Provided notice to their immediate supervisor and Human Resources at least 30 days in advance if such leave if foreseeable; and
  - d. Provided Human Resources with a WCCUSD Medical Verification setting forth the reason, timing, duration and medical restrictions pertaining to such leave, etc.
- (f) This leave will run concurrently with all applicable federal and state family medical leaves statutes.

### 8.12.2 Family Care Leave

- (a) Intent: To make contract language consistent with federal and state laws governing medical, pregnancy and family leave laws including but not limited to the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and the California Pregnancy Disability Leave (PDL) statutes. Any changes in the laws shall supersede the leave language in this contract.

- (b) Unit members may take up to 12 work weeks of unpaid family care in any 12-month period, which shall be counted backward from the date family leave is taken to care for a child under age 18 or over 18 and incapable of self-care due to disability; parent; spouse; or domestic partner registered with the State of California, with a serious health condition. Unit members may use ~~any~~ up to half of their accrued sick leave as compensation but may not use differential/extended illness leave to cover the absence.
- (c) Unit members will be entitled to health benefits in the same manner as if working.
- (d) To qualify for this leave, the unit member must have:
  - a. Been employed with the District for at least 12 months;
  - b. Actually worked 1250 hours during the 12 month period immediately prior to the commencement of the leave;
  - c. Have a family member with a “serious” medical condition;
  - d. Provided notice to their immediate supervisor and Human Resources at least 30 days in advance if such leave if foreseeable; and
  - e. Provided Human Resources with a WCCUSD Medical Verification setting forth the reason, timing and duration of such leave, etc.;
- (e) This leave will run concurrently with all applicable federal and state family medical leaves statutes.

### 8.12.3 Child Care/Child Bonding Leave

- (a) Intent: To make contract language consistent with federal and state laws governing medical, pregnancy and family leave laws including but not limited Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and the California Pregnancy Disability Leave (PDL) statutes. Any changes in the laws shall supersede the leave language in this contract.
- (b) Unit members may take up to 12 work weeks of unpaid family care in any 12-month period, which shall be counted backward from the date family leave is taken to care for a newborn child or placement of a child for adoption or foster care. Unit members may use any accrued sick leave as compensation but may not use differential/extended illness leave to cover the absence.
- (c) Unit members will be entitled to health benefits in the same manner as if working.

(d) Under Paid Parental Leave (AB 2393) employees are entitled to use up to 12 workweeks of current and accumulated sick leave for parental leave. If employee does not have 12 workweeks of accrued sick leave may receive substitute differential

1. The employee must exhaust all current and accumulated sick leave; and
2. The employee must be eligible for CFRA leave except the employee is not required to have worked 1250 hours in the 12 month prior to the leave.
3. The substitute differential paid parental leave is separate from the five month or 100 days of substitute differential pay an employee receives for his or her own illness.

(e) To qualify for this leave, the unit member must have:

- a. Been employed with the District for at least 12 months;
  - b. ~~Actually worked 1250 hours during the 12 month period immediately prior to commencement of the leave;~~
  - c. A newly born, adopted or foster child placement;
  - d. Provided notice to their immediate supervisor and Human Resources at least 30 days in advance, if such leave if foreseeable; and
  - e. Provided Human Resources with a WCCUSD Parental Leave Verification.
- (f) Such leave must be taken within one year of the birth, adoption or foster child placement.
- (g) This leave will run concurrently with all applicable federal and state family medical leaves statutes.
- (h) Non-birthing Parental Leave:– one (1) day with pay shall be granted and in addition, he or she may utilize personal necessity leave.
- (i) A parent shall not have to be married in order to qualify for the benefits provided in this section.

8.13 Personal Leave. Unit members may request a partial or full year personal leave. Request for personal leave shall be on District forms and well in advance of the anticipated absence. Personal leave must be approved in advance by the department/division head and the Assistant Superintendent, Human Resources. Absence for personal leave shall be at full salary deduction.

- 8.14 Military Leave. Such leave shall be granted pursuant to provisions of the Education Code the federal and state statutes governing military leave.
- 8.15 Personal Necessity Leave.
- 8.15.1 A maximum of seven (7) days of accumulated sickness or injury leave in any school year may be used by the unit member, at his/her election, in cases of personal necessity. In the event a unit member is without accumulated sick leave, the District shall deduct from the employee's salary the cost of providing a substitute.
- 8.15.2 Absence for personal necessity is defined as "absence which through pressure of circumstance is logically urgent or unavoidable." Written substantiating evidence in the form of court summons, court clerk's certificate, doctor's certificate, or unit member's affidavit must be submitted to the Assistant Superintendent, Human Resources or designee, in all cases of personal necessity leave. Such absence, unless properly substantiated, will result in full salary deduction.
- 8.16 Professional Leave. The following regulations shall govern the attendance of a unit member at professional meetings and conferences:
- 8.16.1 A request for leave shall be submitted to the department/division head and the Assistant Superintendent, Human Resources for approval.
- 8.16.2 Unit members who are authorized to represent the District at educational meetings and conferences may be allowed to attend at no loss of salary, and actual and necessary expenses shall be paid.
- 8.16.3 Unit members other than those authorized to represent the District may be allowed to attend recognized educational conferences held by organizations whose sole purpose is educational, with no loss of salary and without allowance for expenses.
- 8.17 Association Leave.
- 8.17.1 Elected or appointed officers or delegates of WCCAA may be permitted to be absent from duty at no salary deduction for purposes of representing their organization at regional, state and national meetings. A total of five (5) days per school year shall be allocated to WCCAA for this purpose. The District shall pay the costs of substitutes replacing employees on such leave. Individual employees shall be limited to a maximum of three (3) days of such leave per school year.
- 8.17.2 A reasonable number of WCCAA unit members shall receive reasonable periods of release time without loss of pay for purposes of negotiations and the processing of grievances, including participating in PERB hearings.

8.18 Other Unpaid Leaves. Unit members shall be entitled to all other unpaid health and family leaves required under state and federal law. Such leaves shall run concurrently with any other leaves specified herein.

#### 8.19 Catastrophic Leave Program

##### 1. Definitions

- a. Employee: A person who works for WCCUSD in either a part-time or full-time capacity and accrues sick leave.
- b. Participant: An employee who contributes to the Catastrophic Leave Bank.
- c. Applicant: A participant who wishes to access the Catastrophic Leave Bank.

##### 2. Creation and Purpose

- a. The District, Local 1, SSA Local 21, UTR, WCCAA and the unrepresented employees agree to create a Catastrophic Leave Bank effective July 1, 2015.
- b. Catastrophic Leave will permit all employees of the District to donate day(s) to a Bank, which shall be administered under the terms and conditions of this article.
- c. A catastrophic illness or injury is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family whose incapacitation requires the employee to take time off from work for an extended period of time to care for that family member and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all his/her sick leave. A doctor's verification is required.
- d. An employee's family is defined as spouse, child, stepchild, domestic partner or parent of the employee. Leave requested to care for a person with a catastrophic illness for whom the employee has legal guardianship, will be considered for approval by the Catastrophic Leave Committee.
- e. Days in the Bank shall accumulate in the Bank from year to year.
- f. The Bank shall be administered by a Joint Committee (Committee) of the Assistant Superintendent of Human Resources or his/her designee, two members each appointed by Local 1, SSA Local 21, UTR, WCCAA, and two members appointed by the District on behalf of the non-represented employees.

##### 3. Eligibility and Contributions

- a. All employees of the District are eligible to contribute to the Bank.

- b. Participation is voluntary but requires contributions to the Bank. Only contributors will be permitted to withdraw from the Bank.
  - c. Employees hired between September 1 and January 15 are eligible for enrollment from January 1-January 15. Employees hired between Jan. 16 and August 31 are eligible for enrollment from ~~July 1~~-The first day after Memorial Day-August 31.
  - d. Current employees are only eligible for enrollment from July 1-August 31.
  - e. The contribution, on the appropriate form, must be authorized by the unit member.
  - f. Members wishing to cancel must notify the Human Resources Department in writing by July 1. Sick leave contributed to the Bank shall not be returned. Forms for cancelling contributions to the leave bank shall be sent out no later than May 15 of the preceding school year.
  - g. Employees wishing to participate in the Bank shall make an initial contribution of one day the first year of participation. Part-time employees shall have their contributions prorated. Continued membership requires a yearly donation of one day per year unless the Bank maximum is reached.
  - h. If the bank is getting low on days, the Committee may require that bank members contribute one additional day.
  - i. Employees who elect not to join the Bank must wait until the beginning of the next school year to join the Bank. The beginning of the next school year is defined as July 1.
4. Application for Withdrawal from the Bank
- a. Application shall be made when it becomes apparent that Catastrophic Leave may be needed.
  - b. Participants must use all accrued sick leave available to them before becoming eligible to withdraw from the Bank.
  - c. Family members (as defined in 1.d) and legal guardians may apply for catastrophic leave on behalf of the unit member.
  - d. Leave is granted for thirty (30) days at a time. Continuation of leave requires another doctor verification and reevaluation by the Committee. A participant's total withdrawal from the Bank per catastrophic illness or injury may not exceed the participant's actual contractual year as defined by his or her bargaining unit contract. When requesting leave to care for a parent, a maximum of ten (10) days will be granted.

- e. If the unit member is receiving Workers' Compensation or Disability Insurance, no leave will be granted until compensation is exhausted.
  - f. If no leave days are available in the Bank, the District has no obligation to provide leave.
5. Administration of the Bank
- a. The Committee maintains records of employees participating, receives requests, verifies validity, approves, and communicates actions to members and to the District.
  - b. Decisions will be final and made in writing to the applicant within ten (10) working days of the application to the Committee.
  - c. All requests and actions by the Committee will be confidential.
  - d. The District will keep records and notify the Committee monthly of new members and days remaining in the Bank.
  - e. If the Catastrophic Leave Program is discontinued, the Committee will continue to administer Catastrophic Leave days until the days in the Bank are exhausted.
  - f. In order to protect someone from being charged an extra day when not necessary, the Committee shall set the maximum number of days in the bank after the first year of experience. If the number of days accumulated exceeds the maximum number of days, no contributions will be assessed except for new members wishing to join the bank.

## ARTICLE 12 BENEFITS

### 12.1 Medical Benefits

The District shall provide all eligible employees, their dependents, and domestic partners with medical benefits as currently offered by CalPERS. Effective January 1, ~~2016-2018~~, the District's maximum contribution to medical benefits shall be calculated at 80% of the published Bay Area Kaiser rates. Once the District contribution rates are established it will become the maximum contribution by the district for the duration of the contract. ~~Once rates are established they will be distributed to WCCAA unit members no later than October 31, 2015.~~

The established District Contribution rates are:

<u>Single</u>	<u>\$624.00 per month</u>
<u>Employee plus 1</u>	<u>\$1248.00 per month</u>
<u>Family (3 or more)</u>	<u>\$1623.00 per month</u>

## 12.2 Dental Benefits

The District shall provide all eligible employees, their dependents, and domestic partners with their choice of either dental insurance plan currently offered by Delta Dental Service or Safeguard.

## 12.3 Vision

The District shall provide all eligible employees, their dependents, and domestic partners with vision care offered through VSP.

## 12.4 Cash in Lieu

Effective January 1, 2013 and for each year thereafter, increase the cash-in-lieu amount to \$400.00 per month.

## 12.5 Retiree Health Benefits

The District shall offer to eligible retiring employees the same health plans as are offered to active employees during the term of the employee's retirement. To be eligible for this benefit the employee must retire from WCCUSD, directly into PERS or STRS, be eligible for health benefits at the time of retirement and have attained the required years of service to the District as stated below.

To be eligible for these benefits, employees must meet the requirements stated in the above paragraph and one of the following years of service requirements:

### 12.5.1 Current regular employees hired prior to January 1, 2007:

- (a) Employees who attain five continuous years of service with WCCUSD (as defined by PERS/STRS) shall have met the required years of service to the District for the purposes of this section. The maximum district contribution towards benefits for employees in this category shall be \$250.00 per month. The effective date of this section will be July 1, 2010.
- (b) Employees who attain ten continuous years of service with WCCUSD (as defined by PERS/STRS) shall have met the required years of service to the District for the purposes of this section. The maximum district contribution towards benefits for employees in this category shall be \$450.00 per month. The effective date of this section will be July 1, 2010.
- (c) For Employees who have attained twenty years of continuous years of service with WCCUSD (as defined by PERS/STRS) by 6/30/10, the District shall pay a maximum contribution of \$550.00 per month. The effective date of this section will be July 1, 2010.

- (d) For Employees who have attained twenty five years of continuous years of service with WCCUSD (as defined by PERS/STRS) by 06/30/10, the District shall pay a maximum contribution of \$750.00 per month. The effective date of this section will be July 1, 2010.

12.5.2 For employees hired on or after January 1, 2007, who attain twenty-five years of continuous years of service with WCCUSD (as defined by PERS/STRS) shall have met the required years of service to the District for the purposes of this section. The maximum district contribution towards benefits for employees in this category shall be \$450.00 per month until the employee reaches the age of 65. Thereafter, the District shall only pay a total of the CalPERS Health Benefits Program minimum allowable monthly unequal contribution amount for the enrollment in a health benefits plan of each eligible retiree, including enrollment of a maximum of one dependent. This amount shall increase by the minimum increase required by law. The District shall make no payment to retirees for prescription coverage not covered by CalPERS Health Benefits Program, vision or dental insurance.

- (a) For employees hired on or after January 1, 2007, who do not attain twenty-five years of continuous years of service with WCCUSD (as defined by PERS/STRS), but do attain, under CALPERS rules, five years of service as defined by PERS/STRS, the District shall only pay a total of the CalPERS Health Benefits Program minimum allowable monthly unequal contribution amount for the enrollment in a health benefits plan of each eligible retiree, including enrollment of a maximum of one dependent. This amount shall increase by the minimum increase required by law. The District shall make no payment to retirees for prescription coverage not covered by CalPERS Health Benefits Program, vision or dental insurance.
- (b) For employees hired into a WCCAA role after July 1, 2018, who currently have a retiree benefit from WCCUSD, will be eligible for retiree benefits currently in this bargaining unit agreement.
- (c) For employees hired after July 1, 2018, who are newly hired to WCCUSD, there will be no retiree benefits.

12.5.3 Current retirees will not be impacted by this agreement. The District's contribution formula for employees who retire prior to July 1, 2010 will not change.

## 12.6 Employee Personal Property

12.6.1 General Provisions. The Governing Board of the District will provide for the payment of the costs of replacing or repairing the job-required personal effects of an employee which are damaged in the line of duty without fault of the employee. Such items are eyeglasses, hearing aids, dentures, watches, jewelry, or articles of clothing. If the items are damaged beyond repair, the actual value of such items

shall be paid. The value of such items shall be determined as the cost of the damage thereto.

12.6.2 Restrictions. It is not the intention of this section to replace personal effects which are worn out through ordinary wear and tear. The Governing Board will be responsible for repair or replacement costs to a maximum of \$400 for any one incident.

12.6.3 Time Limits and Substantiation. Employees must submit a claim within thirty (30) days of occurrence. Any claim for repair or replacement shall be substantiated with evidence clearly indicating that the damage was caused by circumstances beyond the control of the employee. Receipts for payment of repair or replacement costs will be required.

12.7 Address and Change of Address. Employees must keep on file in the Human Resources Office their residence address and permanent address, if different, and telephone number, if any. All employees shall immediately notify the Human Resources Office of any change of address.

## **ARTICLE 20 DISCIPLINE**

20.1 The overall goal of discipline proceedings is to correct any issue at the lowest level possible. It is the intent that the unit member and supervisor work in a collaborative manner to correct any identified shortcomings and move forward in a professional manner. The following progressions are the desired method for dealing with discipline issues. It is understood more severe transgressions may result in the steps not being followed.

The following procedures when applicable shall be followed:

20.2 Pre-discipline: Define the issue.

- a. Identify Issue/Problem
- b. Basis/Examples (Give dates and/or timeframe.)
- c. Impact/EFFECT (How does this affect the site?)

20.3 Pre-Discipline: Review the contractual issue to insure the item is defined properly. If needed seek guidance from Human Resources.

20.4 Process: For steps a-c, if handled at the site level the process should be handled between 5-10 days. If handled at the Human Resource level the process should take between 5-15 days.

20.4.1 Determine the desired outcome.

20.4.2 Communicate the need for a meeting to the employee. Advise that it may be disciplinary in nature and he or she may want to bring union representation. The unit member may request union representation for any meeting with a supervisor and that request shall be honored.

20.4.3 Parties jointly schedule the disciplinary meeting in a timely manner except in cases where the employee declines representation. In this case, the meeting will be scheduled directly with the employee. Recommended time frame with or without union representation is 5 days with no longer than 10.

20.5 Follow progressive discipline in the meeting.

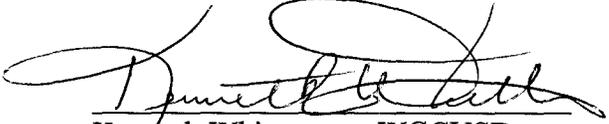
20.5.1 Verbal discussion followed by a written summary from the manager memorializing the discussion and key points. This summary is not placed in the employee's personnel file at this time.

20.5.2 If there is a second occurrence, it is put in writing. Meet with the person again. Both sign it and it goes into personnel file.

20.5.3 After the second occurrence, if, for 24 months there is no other occurrence, the documentation can be requested to be removed from the file.

Signed June 1, 2018

\_\_\_\_\_  
Sara Danielson, WCCAA Co-Executive Director

  
\_\_\_\_\_  
Kenneth Whittemore, WCCUSD  
Assistant Superintendent, HR

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Sharon Lambie, WCCAA Co-Executive Director

\_\_\_\_\_  
Dr. Sylvia Greenwood, President WCCAA

20.4 Process: For steps a-c, if handled at the site level the process should be handled between 5-10 days. If handled at the Human Resource level the process should take between 5-15 days.

20.4.1 Determine the desired outcome.

20.4.2 Communicate the need for a meeting to the employee. Advise that it may be disciplinary in nature and he or she may want to bring union representation. The unit member may request union representation for any meeting with a supervisor and that request shall be honored.

20.4.3 Parties jointly schedule the disciplinary meeting in a timely manner except in cases where the employee declines representation. In this case, the meeting will be scheduled directly with the employee. Recommended time frame with or without union representation is 5 days with no longer than 10.

20.5 Follow progressive discipline in the meeting.

20.5.1 Verbal discussion followed by a written summary from the manager memorializing the discussion and key points. This summary is not placed in the employee's personnel file at this time.

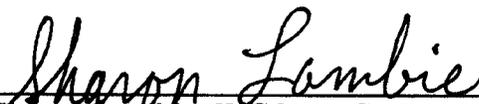
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Signed June 1, 2018

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Sara Danielson, WCCAA Co-Executive Director

\_\_\_\_\_  
Kenneth Whittemore, WCCUSD  
Assistant Superintendent, HR

  
\_\_\_\_\_  
Sharon Lambie, WCCAA Co-Executive Director

\_\_\_\_\_  
Dr. Sylvia Greenwood, President WCCAA

20.4 Process: For discipline initiated at the unit level the process should be handled between 7-10 days. If handled at the Human Resource level the process should take between 7-15 days.

20.4.1 Determine the desired outcome.

20.4.2 Communicate the need for a meeting to the employee. Advise that it may be disciplinary in nature and he or she may want to bring union representation. The unit member may request union representation for any meeting with a supervisor and that request shall be honored.

20.4.3 Parties jointly schedule the disciplinary meeting in a timely manner except in cases where the employee declines representation. In this case, the meeting will be scheduled directly with the employee. Recommended time frame with or without union representation is 5 days with no longer than 10.

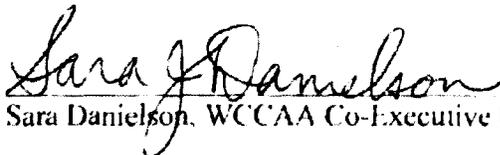
20.5 Follow progressive discipline in the meeting.

20.5.1 Verbal discussion followed by a written summary from the manager memorializing the discussion and key points. This summary is not placed in the employee's personnel file at this time.

20.5.2 If there is a second occurrence, it is put in writing. Meet with the person again. Both sign it and it goes into personnel file.

20.5.3 After the second occurrence, if, for 24 months there is no other occurrence, the documentation can be requested to be removed from the file.

Signed June 1, 2018

  
Sara Danielson, WCCAA Co-Executive Director

\_\_\_\_\_  
Kenneth Whittemore, WCCUSD  
Assistant Superintendent, HR

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Sharon Lambie, WCCAA Co-Executive Director

\_\_\_\_\_  
Dr. Sylvia Greenwood, President WCCAA

20.4 Process: For steps a-c, if handled at the site level the process should be handled between 5-10 days. If handled at the Human Resource level the process should take between 5-15 days.

20.4.1 Determine the desired outcome.

20.4.2 Communicate the need for a meeting to the employee. Advise that it may be disciplinary in nature and he or she may want to bring union representation. The unit member may request union representation for any meeting with a supervisor and that request shall be honored.

20.4.3 Parties jointly schedule the disciplinary meeting in a timely manner except in cases where the employee declines representation. In this case, the meeting will be scheduled directly with the employee. Recommended time frame with or without union representation is 5 days with no longer than 10.

20.5 Follow progressive discipline in the meeting.

20.5.1 Verbal discussion followed by a written summary from the manager memorializing the discussion and key points. This summary is not placed in the employee's personnel file at this time.

20.5.2 If there is a second occurrence, it is put in writing. Meet with the person again. Both sign it and it goes into personnel file.

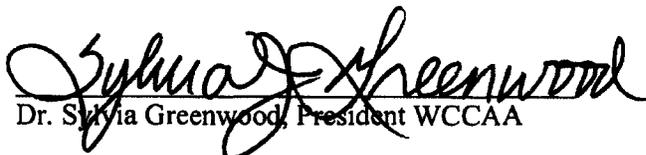
20.5.3 After the second occurrence, if, for 24 months there is no other occurrence, the documentation can be requested to be removed from the file.

Signed June 1, 2018

\_\_\_\_\_  
Sara Danielson, WCCAA Co-Executive Director

\_\_\_\_\_  
Kenneth Whittemore, WCCUSD  
Assistant Superintendent, HR

\_\_\_\_\_  
Sharon Lambie, WCCAA Co-Executive Director

  
Dr. Sylvia Greenwood, President WCCAA

## FISCAL IMPACT IN 2018-19

West Contra Costa USD For Board Agenda 3/21/2018	Preliminary Budget 7/1/2018	Adjustments UTR 4.55% & 2.5% Agreements*	Adjustments SSA 3% Agreements**	Adjustments Teamsters 3% Agreements***	Adjustments WCCAA 3% Agreements****	Preliminary Adopted Budget After Agreements
<b>BEGINNING BALANCE</b>						
<b>REVENUES</b>						
RL Sources (8010 - 8099)	280,700,020					280,700,020
All Other Sources (8100-8799)	14,926,913					14,926,913
<b>TOTAL REVENUES</b>	<b>295,626,933</b>					<b>295,626,933</b>
<b>EXPENDITURES</b>						
1000 - Certificated Salaries	97,456,665	5,770,937			430,830	103,658,432
2000 - Classified Salaries	30,608,737	-	572,504	1,564,993		32,746,234
3000 - Benefits	61,687,326	1,867,484	220,317	752,685	174,435	64,702,247
4000 - Materials/Supplies	4,917,061					4,917,061
5000 - Other Services	28,427,531					28,427,531
6000 - Capital Outlay	243,443					243,443
7000 - Other Outgo	(917,410)					(917,410)
<b>TOTAL EXPENDITURES</b>	<b>222,423,353</b>	<b>7,638,421</b>	<b>792,821</b>	<b>2,317,678</b>	<b>605,265</b>	<b>233,777,538</b>
Other Sources/Transfers In						-
Other Uses/ Transfers Out	(58,309,209)					(58,309,209)
<b>NET INCREASE (DECREASE)</b>	<b>14,894,371</b>					<b>3,540,186</b>
Beginning Fund Balance	19,020,544					19,020,544
<b>ENDING FUND BALANCE</b>	<b>33,914,915</b>					<b>22,560,730</b>
<b>COMPONENTS OF ENDING FUND BALANCE</b>						
Economic Uncertainties	-					-
Revolving Cash	300,000					300,000
Board Designated	424,715					424,715
<b>UNAPPROPRIATED FUND BALANCE</b>	<b>33,190,200</b>					<b>21,836,015</b>

**NOTE: A revised 3-year Multi-Year projection must also be submitted with the district's Summary and Certification pages.**

Template provided by Contra Costa County Office of Education

\* UTR includes 80/20 split of Health costs through 3 year contract

\*\* SSA includes 80/20 split of Health costs through 3 year contract

\*\*\* Teamsters includes split of Health costs through 3 year contract

\*\*\*\* WCCAA includes 80/20 split of Health costs through 3 year contract

## FISCAL IMPACT IN 2019-20

West Contra Costa USD For Board Agenda 3/21/2018	Preliminary Budget 7/1/2019	Adjustments UTR 3% Agreements*	Adjustments SSA 3% Agreements**	Adjustments Teamsters 3% Agreements***	Adjustments WCCAA 3% Agreements****	Preliminary Adopted Budget After Agreements
<b>BEGINNING BALANCE</b>						
<b>REVENUES</b>						
RL Sources (8010 - 8099)	288,347,329					288,347,329
All Other Sources (8100-8799)	5,992,486					5,992,486
<b>TOTAL REVENUES</b>	<b>294,339,815</b>					<b>294,339,815</b>
<b>EXPENDITURES</b>						
1000 - Certificated Salaries	104,628,647	4,367,100			442,705	109,438,452
2000 - Classified Salaries	33,073,697	-	589,678	1,611,943		35,275,318
3000 - Benefits	66,717,644	1,571,359	225,312	766,386	176,940	69,457,641
4000 - Materials/Supplies	5,004,611					5,004,611
5000 - Other Services	29,291,728					29,291,728
6000 - Capital Outlay	243,443					243,443
7000 - Other Outgo	(917,410)					(917,410)
<b>TOTAL EXPENDITURES</b>	<b>238,042,360</b>	<b>5,938,459</b>	<b>814,990</b>	<b>2,378,329</b>	<b>619,645</b>	<b>247,793,783</b>
Other Sources/Transfers In						-
Other Uses/ Transfers Out	(58,405,493)					(58,405,493)
<b>NET INCREASE (DECREASE)</b>	<b>(2,108,038)</b>					<b>(11,859,461)</b>
Beginning Fund Balance	22,560,731					22,560,731
<b>ENDING FUND BALANCE</b>	<b>20,452,693</b>					<b>10,701,270</b>
<b>COMPONENTS OF ENDING FUND BALANCE</b>						
Economic Uncertainties	-					-
Revolving Cash	300,000					300,000
Board Designated	-					-
<b>UNAPPROPRIATED FUND BALANCE</b>	<b>20,152,693</b>					<b>10,401,270</b>

**NOTE: A revised 3-year Multi-Year projection must also be submitted with the district's Summary and Certification pages.**

Template provided by Contra Costa County Office of Education

\* UTR includes 80/20 split of Health costs through 3 year contract

\*\* SSA includes 80/20 split of Health costs through 3 year contract

\*\*\* Teamsters includes split of Health costs through 3 year contract

\*\*\*\* WCCAA includes 80/20 split of Health costs through 3 year contract

## FISCAL IMPACT IN 2020-21

West Contra Costa USD For Board Agenda 3/21/2018	Preliminary Budget 7/1/2020	Adjustments UTR 2% Agreements*	Adjustments SSA 2% Agreements**	Adjustments Teamsters 2% Agreements***	Adjustments WCCAA 2% Agreements****	Preliminary Adopted Budget After Agreements
<b>BEGINNING BALANCE</b>						
<b>REVENUES</b>						
RL Sources (8010 - 8099)	295,316,545					295,316,545
All Other Sources (8100-8799)	6,106,192					6,106,192
<b>TOTAL REVENUES</b>	<b>301,422,737</b>					<b>301,422,737</b>
<b>EXPENDITURES</b>						
1000 - Certificated Salaries	109,978,385	3,117,808			314,958	113,411,151
2000 - Classified Salaries	35,628,072	-	404,913	1,106,867		37,139,852
3000 - Benefits	70,414,645	1,307,834	171,588	619,531	149,993	72,663,591
4000 - Materials/Supplies	5,151,747					5,151,747
5000 - Other Services	29,291,728					29,291,728
6000 - Capital Outlay	250,600					250,600
7000 - Other Outgo	(917,410)					(917,410)
<b>TOTAL EXPENDITURES</b>	<b>249,797,767</b>	<b>4,425,642</b>	<b>576,501</b>	<b>1,726,398</b>	<b>464,951</b>	<b>256,991,259</b>
Other Sources/Transfers In						-
Other Uses/ Transfers Out	(58,561,924)					(58,561,924)
<b>NET INCREASE (DECREASE)</b>	<b>(6,936,954)</b>					<b>(14,130,446)</b>
Beginning Fund Balance	10,701,270					10,701,270
<b>ENDING FUND BALANCE</b>	<b>3,764,316</b>					<b>(3,429,176)</b>
<b>COMPONENTS OF ENDING FUND BALANCE</b>						
Economic Uncertainties	-					-
Revolving Cash	300,000					300,000
Board Designated	-					-
<b>UNAPPROPRIATED FUND BALANCE</b>	<b>3,464,316</b>					<b>(3,729,176)</b>

**NOTE: A revised 3-year Multi-Year projection must also be submitted with the district's Summary and Certification pages.**

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**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**  
**2017-18 Five Year Outlook Projection**

For BOE 6/13/2018 and AB1200's effective 7/1/2018	Estimated Actuals Budget 2017-18	Projected Budget 2018-19	Projected Budget 2019-20	Projected Budget 2020-21	Projected Budget 2021-22
<b>REVENUES</b>					
LCFF SOURCES	\$268,413,787	280,700,020	288,347,329	295,316,545	306,277,746
Federal Revenue	-	0	0	0	0
Other State Revenue	\$9,580,378	13,193,077	\$4,258,650	4,372,356	4,499,155
Other Local Revenue	\$1,739,467	\$1,733,836	\$1,733,836	1,733,836	1,733,836
<b>REVENUE TOTALS</b>	<b>277,733,612</b>	<b>295,626,933</b>	<b>\$294,339,815</b>	<b>\$301,422,737</b>	<b>\$312,510,737</b>
<b>EXPENDITURES</b>					
Certificated Salaries	\$95,919,776	103,858,432	109,438,452	113,411,151	114,764,440
Classified Salaries	\$31,876,135	32,746,234	35,275,318	37,139,852	38,618,118
Benefits	\$58,610,939	64,702,247	69,457,641	72,663,591	75,383,785
Books & Supplies	\$5,109,347	4,917,061	5,004,611	5,151,747	5,305,784
Contracts & Services	\$36,469,858	28,427,531	29,291,728	29,291,728	29,291,728
Capital Outlay	\$844,959	243,443	243,443	250,600	258,093
Other Outgo	\$1,250,202	1,367,463	1,367,463	1,367,463	1,367,463
Indirect Support Costs	(\$3,118,732)	(2,284,873)	(2,284,873)	(2,284,873)	(2,284,873)
<b>TOTAL EXPENDITURES</b>	<b>\$228,762,484</b>	<b>233,777,538</b>	<b>247,793,783</b>	<b>256,991,259</b>	<b>262,694,538</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>50,971,128</b>	<b>\$61,849,395</b>	<b>\$46,546,032</b>	<b>\$44,431,478</b>	<b>\$49,816,199</b>
<b>OTHER SOURCES &amp; USES</b>					
Transfers Statutory and Other (3 & 1a)	(\$55,054,523)	(58,309,209)	(58,405,493)	(58,561,924)	(58,722,091)
Other Uses (2b)	\$0	\$0	\$0	\$0	\$0
Other Sources (2a)	\$0	\$0	\$0	\$0	\$0
Transfers In	-	-	-	-	-
Transfers Out (1b)	\$26,100,742	-	-	-	-
<b>Total Expenditures &amp; Uses</b>	<b>\$307,917,749</b>	<b>\$292,086,747</b>	<b>306,199,276</b>	<b>\$315,553,183</b>	<b>\$321,416,629</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(30,184,137)</b>	<b>3,540,186</b>	<b>(\$11,659,461)</b>	<b>(\$14,130,446)</b>	<b>(\$8,905,892)</b>
<b>FUND BALANCE, RESERVES</b>					
Beginning Balance	\$49,204,682	\$19,020,544	\$22,560,731	\$10,701,270	(\$3,429,176)
Ending Balance	\$19,020,544	\$22,560,731	\$10,701,270	(\$3,429,176)	(\$12,335,068)
<b>Reserve Amounts:</b>					
Revolving Cash	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
Stores	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000
Pre-paid Expenses	\$0	\$0	\$0	\$0	\$0
Additional Reserves to EQUAL 6%	\$170,222	\$0	\$0	\$0	\$0
Designated for Economic Uncert.	\$11,887,028	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0
ERATE Technology	\$0	\$0	\$0	\$0	\$0
Middle College ADA Audit Reserve	\$424,715	\$424,715	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0.00
One time Estimated Pay Out if negotiated	\$0	\$0	\$0	\$0	\$0
<b>Undesignated Amount</b>	<b>\$18,295,829</b>	<b>\$21,836,016</b>	<b>\$10,401,270</b>	<b>(\$3,729,176)</b>	<b>(\$12,635,068)</b>
<b>Remaining Fund Balance</b>	<b>\$18,295,829</b>	<b>\$21,836,016</b>	<b>\$10,401,270</b>	<b>(\$3,729,176)</b>	<b>(\$12,635,068)</b>