

SUMMARY OF TENTATIVE AGREEMENT

WITH UTR **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: 4.55% & 2.5%

Current year total cost increase for: Salaries: \$5,390,937 + \$380K

Statutory Benefits: \$1,216,964

Health & Welfare: \$650,520

OTHER PROVISIONS:

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

Moved Stipends from Annual MOU to Contract. Amount = \$380,000

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

---See Attached---

TOTAL COST OF COMPENSATION INCREASE \$ 7,638,421

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: 3%

Current year total cost increase for: Salaries: \$3,987,100 + \$380K

Statutory Benefits: \$920,839

Health & Welfare: \$650,520

OTHER PROVISIONS:

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

Moved Stipends from Annual MOU to Contract. Amount = \$380,000

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

---See Attached---

TOTAL COST OF COMPENSATION INCREASE \$ 5,938,459

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

Yes No



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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: 2%

Current year total cost increase for: Salaries: \$2,737,808 + \$380K

Statutory Benefits: \$657,314

Health & Welfare: \$650,520

OTHER PROVISIONS:

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

Moved Stipends from Annual MOU to Contract. Amount = \$380,000

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

---See Attached---

TOTAL COST OF COMPENSATION INCREASE \$ 4,425,642

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 4.55% salary increase to salary schedule UTR8 bargaining unit members; and a two and a half percent (2.5%) to salary schedules UTR6 & CPS6 bargaining unit members.

Effective July 1, 2019 the district will make a 3% salary increase to UTR salary schedules.

Effective July 1, 2020 the district will make a 2% salary increase to UTR salary schedules.

Health cost at 2018 Bay Area Kaiser Rate 80%/20% split = \$650,520

FISCAL IMPACT IN CURRENT YEAR: Complete attached worksheet

FY 2018-19 Amount: \$5,390,937+\$380K | \$1,216,964 | \$650,520

FY 2019-20 Amount: \$3,987,100+\$380K | \$920,839 | \$650,520

FY 2020-21 Amount: \$2,737,808+\$380K | \$657,314 | \$650,520

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



Counter-offer from United Teachers of Richmond to WCCUSD.

This article is part of a package including Article 1, 13, 22, 23, 25 and 46.

This article was presented 5/11/18. Minor corrections were made 5/21/18 as agreed by both parties.

DATE: 5/21/18

TIME: 7:51 pm

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
UNITED TEACHERS OF RICHMOND

ARTICLE 22
SCHOOL CALENDAR

Section 1. ~~Beginning July 1, 2016, all bargaining unit salary schedules shall be increased by two days. Effective July 1, 2016, the work year for permanent teachers shall be 186 days consisting of two (2) professional development days, two (2) workdays, and two (2) self-directed learning days. Two (2) hours of the self-directed learning time shall be used to perform on-line state mandates. Any additional hours of state mandates may be performed as part of the self-directed learning time or time earned at the per diem rate. The state mandates must be completed within the first six (6) weeks of school. Bargaining unit members shall complete the remaining self-directed learning days using district on-line staff development, by attending district workshops, or approved workshops held outside of the district (see Appendix K for options regarding self-directed time). Non-Permanent teachers shall do one staff development day prior to school beginning in lieu of one self-directed staff development day. The calendar shall include one Back to School Night and one Open House. The duration of these shall be no more than one and one-half (1-1/2) hours each.~~

Effective July 1, 2018, the number of work days for members on UTR8 shall be 184 days plus 60 additional hours of work as specified below. To compensate for these additional requirements, the district will add four and fifty-five hundredths percent (4.55%) to the UTR8 salary schedule. Members on the UCAM salary schedule will also follow the guidelines outlined in points (a) through (g) below for an additional four and fifty-five hundredths percent (4.55%) on the salary schedule.

Rationale: The current agreement (2015-18) specifies the work year as 186 days; however, since 2 of these days are actually "equivalent days" for Self-Directed Professional Development, the current work requirement is actually 184 days plus 12 additional hours. This proposal adds 48 hours of work requirements, which are compensated by an additional 4.55% on the salary schedule.

- a. One workday shall be scheduled for elementary and secondary teachers on the day immediately preceding the first day of school.

- b. The second workday shall be scheduled in conjunction with the five mutually agreed upon minimum days for parent conferences for elementary teachers. For secondary teachers, the second workday shall be scheduled between the first and second semesters. Grade 6, 7, and 8 teachers in a K-8 school shall be considered secondary teachers for the purpose of this section.
- c. Two days prior to school starting inclusive of district, site, grade level, and principal meetings. All site-level meetings shall be planned according to the requirements of Article 46: Staff Development.
- d. Six (6) hours of online local, state and federal mandated training. This training shall be completed prior to October 1 of each year.
- e. Thirty (30) hours of collaboration to be planned and implemented at the site according to the requirements of Article 46: Staff Development. Collaboration on school days shall follow a "minimum day for students" schedule as defined in Article 2, Section 4. Sites may elect to maintain their current collaboration under this provision or alter it. Sites that elect to collaborate for more than 30 hours per year shall complete a Memorandum of Understanding between the Union and the District.
- f. Twelve (12) hours of self-directed professional development activities as defined in Appendix K: (1) Self-directed peer collaboration; (2) Self-directed online professional learning; (3) District-directed professional learning; (4) Site-directed professional development or peer collaboration; (5) Work to maintain a safe and supportive school environment for students and the school community; (6) Attend IEP meetings.
- General education teachers shall be paid at the hourly rate for attending IEP meetings after they have fulfilled their 12-hour commitment.
- Special Education teachers may elect to be paid at the hourly rate for attending IEP meetings if they do not count them toward self-directed hours, and they meet their 12-hour commitment by other means.
- The Union and District shall agree on a process to track these hours, which will be specified as a Memorandum of Understanding (MOU). This process will be monitored by site administrators to support educators in fulfilling this requirement. To that end, administrators will notify members at least one month before the deadline if they have not yet completed this requirement.
- g. Twelve (12) hours outside their normal workday assessing student performance in regard to Common Core State Standards as part of their regular grading process. This time will be used to analyze and report student performance to students and parents.
- For elementary teachers, the process of completing and submitting standards-based report cards shall fulfill this requirement.
 - The Union and District will agree on a method for secondary teachers to fulfill this requirement, which will be included in the MOU of paragraph (f).

Section 2. The following which shall be minimum days for students and teachers which shall mean the shortened teacher instructional day and fifteen (15) minutes before the teacher instructional day:

Elementary

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

Secondary

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

Section 3. The following shall be minimum days for students only and shall require teachers to work according to their regular schedule:

Elementary

- a. Parent conference days [five (5) days].
- b. The first and last days of school.

Students shall be dismissed at twelve noon on the last day of school; however, if minutes are needed to meet state requirements in regards to minutes, up to fifteen (15) minutes may need to be added to this day. The Bargaining Unit will be notified of the exact schools and number of minutes needed to complete these requirements as part of the validation of each sites plan for the year.

Secondary

- a. Two report card marking days at the end of the first and third quarters.
- b. The first and last days of school.

Students shall be dismissed at twelve noon on the last day of school; however, if minutes are needed to meet state requirements in regards to minutes, up to fifteen (15) minutes may need to be added to this day. The Bargaining Unit will be notified of the exact schools and number of minutes needed to complete these requirements as part of the validation of each sites plan for the year.

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

Section 5. ~~The 191 days consisting of two (2) professional development days, two (2) work days, and two (2) self directed learning days. Two (2) hours of the self directed learning time shall be used to perform on-line state mandates. Any additional hours of state mandates may be performed as part of the self directed learning time or time earned at the per diem rate. (The state mandates must be completed within the first six (6) weeks of school). Bargaining unit members shall complete the remaining self directed learning days using district on-line staff development,~~

by attending district workshops, or approved workshops held outside of the district (see Appendix K for options regarding self-directed time).

Effective July 1, 2018, the number of work days for secondary school counselors and elementary and secondary project assistants shall be 189 days plus 39 additional hours of work as specified below. To compensate for these additional requirements, the district will add two and a half percent (2.5%) to the UTR6 salary schedule. Members on the UCAM and CPS6 salary schedule will also follow the guidelines outlined in points (a) through (g) below for an additional two and a half percent (2.5%) on the salary schedule.

Rationale: The current agreement (2015-18) specifies the work year as 191 days; however, since 2 of these days are actually "equivalent days" for Self-Directed Professional Development, the current work requirement is actually 189 days plus 12 additional hours. This proposal adds 27 hours of work requirements, which are compensated by an additional 2.5% on the salary schedule.

- a. One workday on the day immediately preceding the first day of school.
- b. The second workday shall be scheduled as described in Section 1 b.
- c. Two days prior to school starting inclusive of district, site, grade level, and principal meetings. All site-level meetings shall be planned according to the requirements of Article 46: Staff Development.
- d. Six (6) hours of online local, state and federal mandated training. This training shall be completed prior to October 1 of each year.
- e. Eleven (11) hours of collaboration to be planned and implemented at the site according to the requirements of Article 46: Staff Development. Collaboration on school days shall follow a "minimum day for students" schedule as defined in Article 2, Section 4. Sites may elect to maintain their current collaboration under this provision or alter it.
- f. Twelve (12) hours of self-directed professional development activities as defined in Appendix K: (1) Self-directed peer collaboration; (2) Self-directed online professional learning; (3) District-directed professional learning; (4) Site-directed professional development or peer collaboration; (5) Work to maintain a safe and supportive school environment for students and the school community; (6) Attend IEP meetings.

Members shall be paid at the hourly rate for attending IEP meetings after they have fulfilled their 12-hour commitment.

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

- g. Counselors and project assistants shall complete at least ten (10) hours outside their normal workday assessing student performance in regard to college and career readiness. This time will also be used to report this information to students.

educators and families. The Union and District will agree on a method for these members to fulfill this requirement, which will be included in the MOU of paragraph (f).

1. In order to adhere to the work year calendar each secondary school counselor, elementary, and secondary project assistant shall submit a work year calendar specifying the days to be worked. The work year calendar shall be signed off by their supervisor.

~~**Section 6. Preschool Work Year.** Beginning July 1, 2016 the total work year for preschool teachers shall be 186 days consisting of two (2) professional development days, two (2) work days, and two (2) self-directed learning days. Two (2) hours of the self-directed learning time shall be used to perform on-line state mandates. Any additional hours of state mandates may be performed as part of the self-directed learning time or time carded at the per diem rate. (The state mandates must be completed within the first six (6) weeks of school). Bargaining unit members shall complete the remaining self-directed learning days using district on-line staff development, by attending district workshops, or approved workshops held outside of the district (see Appendix K for options regarding self-directed time).~~

Rationale: This section is struck because preschool teachers are paid on UTR 8 and therefore covered by the requirements of Section 1.

~~**Section 7.** The total work year for psychologists, school nurses and speech and language pathologists shall be 199 days consisting of two (2) professional development days, two (2) work days, and two (2) self-directed learning days. Two (2) hours of the self-directed learning time shall be used to perform on-line state mandates. Any additional hours of state mandates may be performed as part of the self-directed learning time or time carded at the per diem rate. (The state mandates must be completed within the first six (6) weeks of school). Bargaining unit members shall complete the remaining self-directed learning days using district on-line staff development, by attending district workshops, or approved workshops held outside of the district (see Appendix K for options regarding self-directed time).~~

Effective July 1, 2018, the number of work days for psychologists, school nurses and speech and language pathologists shall be 197 days plus 39 additional hours of work as specified below. To compensate for the additional time commitment outlined, the district will add 2.5% to the UTR SN&P salary schedule.

Rationale: The current agreement (2015-18) specifies the work year as 199 days; however, since 2 of these days are actually "equivalent days" for Self-Directed Professional Development, the current work requirement is actually 197 days plus 12 additional hours. This proposal adds 27 hours of work requirements, which are compensated by an additional 2.5% on the salary schedule.

- a. Two (2) district or site work days.
- b. Six (6) hours of online local, state and federal mandated training. This training shall be completed prior to October 1 of each year.
- c. Twelve (12) hours of self-directed professional development activities as defined in Appendix K: (i) Self-directed peer collaboration; (ii) Self-directed online professional learning; (iii) District-directed professional learning; (iv) Site-directed professional

development or peer collaboration; (v) Work to maintain a safe and supportive school environment for students and the school community; (vi) Attend IEP meetings. Members may elect to be paid at the hourly rate for attending IEP meetings if they do not count them toward self-directed hours.

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

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

d. Twenty-one (21) hours of work requirements.

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

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

APPENDIX K

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

Per Article 22, ~~Section 1~~, of the United Teachers of Richmond Collective Bargaining Agreement, bargaining unit members will complete ~~two (2) days~~ twelve (12) hours of peer collaboration or professional development that furthers professional growth and develops instructional practices to better support student learning. ~~Two (2) hours of this self-directed time will be used to perform online state mandates. Any additional hours of state mandates may be performed as part of the self-directed learning time or time carded at the per diem rate. The state mandates must be completed within the first six (6) weeks of school. For the 2017-2018 school year, complete documentation will be due on ChalkSchools by 5 p.m. on Friday, June 8, 2018.~~

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

Peer collaboration and professional development options include the following activities:

Category of Work	Examples of Options	Documentation Requirements
1. Self-directed peer collaboration	<ul style="list-style-type: none"> • Collaborative lesson planning • Collaborative student intervention • Collaborative review of instructional practices and student outcomes 	<p>All of the items below should be uploaded to Edivate for verification of completion <u>in the manner agreed between the Union and District.</u></p> <ol style="list-style-type: none"> 1. An agenda 2. Sign-in sheet 3. Minutes
2. Self-directed online professional learning	<ul style="list-style-type: none"> • TeachingChannel.org • Edutopia.org/videos • TeachersNetwork.org/videos • www.teachertube.com 	<p>When submitting documentation of 10 hours on ChalkSchools, respond to <u>a reflective prompt for each video watched.</u></p>
3. District-directed professional learning	<ul style="list-style-type: none"> • Keenan SafeSchools Training • Edivate PDs • WCCUSD PD via online PD calendar • New Teachers series 	<p>Documentation is done through the training itself. <u>Please list it on your documentation in ChalkSchools. It must also be reported in the manner agreed between the Union and District.</u></p>
4. Site-directed professional development or peer collaboration	<ul style="list-style-type: none"> • Any other peer collaboration or professional development that furthers professional growth and develops instructional practices to better support student learning, as determined by the teacher's ILT or site administrator. 	<p>Signed agreement by teacher and principal or ILT. A work product must be uploaded to Edivate <u>in the manner agreed between the Union and District.</u></p>

5. Work to maintain a safe and supportive school environment for students and the school community	<ul style="list-style-type: none"> Any self-directed or collaborative work to ensure that the school environment is safe and supportive of students, the community, and all school employees 	A description of work must be uploaded to Edvocate <u>in the manner agreed between the Union and District.</u>
6. <u>Attend IEP Meetings*</u>	<ul style="list-style-type: none"> <u>Members attend an IEP meeting to collaborate on the educational plan for one of their students.</u> 	<u>The case manager will use the IEP meeting notice to document the IEP meeting. This meeting must also be reported by the member in the manner agreed between the Union and District.</u>

*See Article 22 Sections 1(f), 5(f) and 7(f) for clarification on when members may timecard for attending IEP meetings.



Mark Moran, UTR Bargaining Chair

Date: 5/21/18



Ken Whittemore, WCCUSD

Date: 5/1/18

DATE: 4/27/18
TIME: 3:44 PM

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
UNITED TEACHERS OF RICHMOND

ARTICLE 23
SALARY

Section 1.

1. ~~Effective July 1, 2019 the district will make a three percent (3%) salary increase to all salary schedules for UTR bargaining unit members.~~
2. ~~Effective July 1, 2020 the district will make a two percent (2%) salary increase to all salary schedules for UTR bargaining unit members.~~

Rationale: UTR believes this that proposal, in conjunction with UTR's proposal on Article 22, is a significant step to retain and recruit quality educators in WCCUSD.

2. ~~Effective March 1, 2018 the district will make a five percent (5%) salary increase to all salary schedules for UTR bargaining unit members.~~
2. ~~Effective February 1, 2016 the district will make a six percent (6%) salary increase to the following salary schedules: UTR8, UHD8, UCAM, Schedule 6, UHD6, CPS6.~~
3. ~~Effective February 1, 2016 the School Nurse schedule shall be as modified in Appendix A (listed as UTRN).~~
4. ~~Effective February 1, 2016 all Psychologists and Speech Therapists will be placed on the School Psychologist/Speech Therapist schedule created in Appendix B labeled UTR S&P.~~
5. ~~Effective July 1, 2016 the district will make a three percent (3%) salary increase to all UTR salary schedules.~~
6. ~~Effective January 1, 2017 the district will make a three percent (3%) salary increase to all UTR salary schedules. This 3% increase comes from the following areas: the removal of independent study and travel sabbaticals, the removal of bonus sick days, and additional professional development requirements.~~
3. Effective July 1, 2016, an annual stipend of Two Thousand Five Hundred Dollars (\$2500) Dollars will be provided for each language other than English (which is needed to serve the student population of the District) in which the speech therapist is fluent under guidelines issued by the American Speech, Language & Hearing Association.
4. Effective July 1, 2016 an annual stipend of Two Thousand Five Hundred Dollars

(\$2500) will be provided for each language other than English (which is needed to serve the student population of the District) in which the school psychologist is fluent under provisions set forth by the National Association of School Psychologists.

5. Effective July 1, 2016 an annual stipend of Two Thousand Five Hundred Dollars (\$2500) will be provided to the School Psychologist which holds any of the following Clinical Counseling Licenses (LCSW, LPCC, MFT, BCBA and Licensed Clinical Psychologist).
6. ~~Effective July 1, 2016~~ an annual stipend of Two Thousand Dollars (\$2000) will be provided to any bargaining unit member who holds a doctorate degree from an accredited university.
7. Effective July 1, 2016, any bargaining unit member with National Board certification shall receive an annual stipend of Three Thousand Dollars (\$3000).
8. Effective July 1, 2016, the School Nurses shall be placed on the same salary schedule as Speech and Language Pathologist and Psychologist. (Exhibit A1 -Proposed Schedule; Exhibit A2 -Current Schedule:A3 Calculations)
- ~~13-9~~ Effective July 1, 2017. the district will make the following adjustments to the UTR Salary Schedule 8, UCAM, UTR6, and CPS6:
 - @. Range A is eliminated. The new range will be BA 0-29 units.
 - a. Step 1 is eliminated and all members on the above salary schedules will advance one step. (I.e.: on July 1, 2017, all members on the above salary schedules will advance one step in their range as per contract. After this is complete, all members on the above schedules will advance another
 - b. All members who will be on the new step 27 will receive a one-time \$1,500 off-schedule payout.
 - c. UTR Speech Language Pathologists, Psychologists & Nurses will receive a one-time \$1,500 off schedule payout.
- ~~14-10~~ The district has an interest in discussing the issue of placing CTE teachers on the salary schedule with UTR with the intent of resolution.
- ~~15-11~~ Beginning July 1, 2017, the following positions will be selected by the manager of the department and given a stipend of three-thousand (\$3,000) to perform duties in the role of:
 - @. Lead Counselor
 - a. Lead Psychologist
 - b. Lead Speech and Language Pathologist
 - c. Lead Nurse
12. Effective July 1, 2018 any bargaining unit member who is required to use a BCLAD credential in a classroom assignment (TBE or Dual Immersion) will receive a yearly stipend of Three Thousand Dollars (\$3000.00).
13. Effective July 1, 2018, department chairs will be compensated with a yearly stipend of One Thousand Five Hundred Dollars (\$1500.00) for chairs serving at the comprehensive high school.

and comprehensive middle schools consisting of current UTR members serving 80% of their time in one of the following departments: English, Social Science, Science, Math, Physical Education, Special Education and one at large (all other subjects). These chairs will be selected according to the requirements of Article 11.2. Duties will be the normal duties of a department chair: attend I.L.T meetings, plan department meetings, coordinate department activities, and provide feedback on department master scheduling needs.

14. Effective July 1, 2018 one teacher from each site who has demonstrated his or her effective use of technology in an instructional setting will designated as the Technology Teacher Leader (TTL) for that site. The TTL will support the effective use of all classroom technology tools by students and teachers. These teachers serve as "effective use of technology" leads with their colleagues and shall receive a stipend of Two Thousand dollars (\$2000.00) per year. The principal of the site will appoint a bargaining unit member from a list of members who volunteer to serve in the position. Duties include: Provide support to teachers on the instructional use of district-provided technology, assist with professional development on educational technology at the district level, provide three (3) one-hour Tech Teacher Leader professional development sessions at their site per year, and participate in five (5) 90-minute TTL PLC's per year.

Section 2.

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

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

A secondary teacher substitute teaching during their assigned preparation period shall be compensated \$45.00 for one period covered per day. When a school has a block period, which requires the certificated employee to cover the equivalent of two periods the amount shall be \$90.00 per block period covered.

An elementary teacher taking students from other classes when no substitute teacher is available shall be compensated at \$45.00 per day. A maximum of ~~10~~ 7 extra students will be placed in any one class.

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

Section 4. Salary Schedule Policies.

1. Evaluation and verification of training and experience.

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

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

degree will be acceptable for advancement on the schedule except by permission of the Personnel Committee.

- c. Each year of verified service as a full-time certificated employee in a public or private school may be counted as a year of service for initial salary placement, provided the applicant held a valid teaching credential or teaching license during such time of service. A maximum of fifteen (15) years may be so credited beginning with teachers hired for the 2016-17 school year.
- d. For initial placement, the minimum credited school year shall be seventy-five (75) percent of the number of days school is maintained. Service in not more than two (2) school districts in one (1) school year may be counted to make up the requisite seventy-five (75) percent.
- e. For a teacher currently employed in the West Contra Costa Schools, the minimum credited school year for all purposes, including attainment of salary increments based on a year of experience, shall be three-fourths of the teaching days of the preceding year.
- f. All credited training and experience must be verified within thirty (30) days after the signing of the individual contract.
- g. Teachers who resign or secure leave of absence to accept a scholarship grant for one year's study, or who accept exchange teacher's positions, or who accept an overseas teaching position with the Armed Services of the United States, and who are reemployed after not more than one (1) year of absence, shall be placed on the salary schedule on the same experience step that they would have attained had they remained in the continuous employment of the District.

Section 5 Professional Growth.

1. There shall be no limit on the number of units acquired for professional growth annually.
2. After an individual has earned six (6) equivalent units (workshops, in-service), an equal number of college or university credits must be earned before continuing work on additional equivalent credits.
3. Upon approval of the Personnel Committee, one (1) unit per year and a maximum of six (6) units of credit for work in lieu of college course work will be granted for salary advancement. Requests for in lieu credit must be submitted to the Personnel Committee prior to participation in any activity for credit, and must include data or material showing relationship to professional assignment.
4. Advancement on the salary schedule from one range to another will be permitted if the total number of units earned is within one-half unit of the total number of units required to make a change in range. Lack of evidence of the successful completion of the fractional unit when due will result in overpayment, and the employee either will be invoiced for the amount due, or an adjustment will be made to reflect proper salary placement. Notification to the Human Resources Office should be made prior to April 1, if this requirement cannot be met.

5. Advance credit for a fractional unit will be authorized one time only for each certificated employee.
6. Employees contemplating a change in salary placement must file Work-in-Progress forms with the Human Resources Office on or before May 1 in the school year preceding eligibility.
7. Transcripts verifying the successful completion of acceptable training must be filed with the Human Resources Office on or before November 1. Movement on the salary schedule based on the successful completion of training or units will be implemented for January payroll.

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

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

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

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

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

Section 9.

1. UTR bargaining unit members shall have the choice to receive annual compensation in either eleven (11) or twelve (12) payments. If the choice is twelve (12) payments, unit members will receive the July check at the end of June.
2. UTR bargaining unit members currently on 11 or 12-advance pay, stay on advance pay.

Any UTR bargaining unit member who works eleven (11) months per year (e.g. counselors, psychologists, project assistants) will continue to be paid as all eleven month employees are paid, and they may opt for 12 month pay as described in section 9.1.

Section 10.

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

1. Section 4: Extended Illness
2. Section 7: Health Leave
3. Section 8: Industrial Accident or Illness Leave
4. Section 12: Family and Medical Leaves
5. Section 13: Child Care Leave
6. Section 15: Military Leave

Mark Moran
Mark Moran, UTR Bargaining Chair

Date: 5/11/18 6:23pm

Ken Whittemore
Ken Whittemore, WCCUSD

Date: 5/11/18 6:23 PM

Counter Proposal from UTR to WCCUSD

This article is part of a package including Article 1, 13, 22, 23, 25 and 46.

Date: 5/11/18

Time: 6:30 PM

UTR Proposal to WCCUSD
ARTICLE 25
EMPLOYEE BENEFITS

Section 1. Health Insurance.

1. ~~Effective January 1, 2016, the District shall make the following contributions toward health benefits:~~

Employee Only:	\$597.00 <u>\$624.00</u>
Employee Plus One:	\$1194.00 <u>\$1248.00</u>
Employee Plus Dependents:	\$1553.00 <u>\$1623.00</u>

Effective January 1, ~~2016~~ 2018, the district shall calculate the District contribution as ~~an~~ an eighty percent (80%) ~~district contribution and a twenty percent (20%) employee contribution based on~~ of the CalPERS Bay Area Kaiser Permanente published rates as shown above. ~~Once these rates are calculated, new employer/employee contributions will be established for 2016, and will be~~ These amounts will be used as the published contributions for future years unless otherwise negotiated.

Rationale: The District is unwilling to have a contractual requirement to recalculate the District contribution every year. The Union is only willing to accept this proposal on the condition that Article 1 includes a mutually-agreed upon reopener for this Article in each year of the contract so that the District contribution can be recalculated.

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

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

Rationale: The District only offers Delta Dental.

3. The District shall provide Vision Service Plan, option B, with a \$10 deductible, to all eligible employees, subject to the limitations set forth in paragraph one above. This plan shall also provide coverage for dependents and domestic partners.
4. Regular part-time employees shall receive the benefits of this section but shall reimburse the District for that portion of the premium equal to the difference between their work schedule and a full-time work schedule.

Counter Proposal from UTR to WCCUSD

This article is part of a package including Article 1, 13, 22, 23, 25 and 46.

5. A teacher who completes a full school year shall receive benefits for a full twelve (12) month period. Teachers who resign or retire during the school year shall receive proportional coverage.
6. Employees who certify coverage by another group health plan or spouses of WCCUSD employees covered by a District health plan may waive their health plan. In such cases the District shall contribute pay cash in lieu \$75 per month to an Internal Revenue Code Section 125 Plan.

Rationale: Current practice is to pay cash in lieu rather than to contribute to an 125 plan.

7. It is understood that all provisions of this article and other negotiable items related to benefits are subject to negotiations, in successor contracts.

Section 2. Retired Employees. The district shall continue to provide benefits to retired employees as set forth below. This includes those teachers on STRS Disability Allowance and/or retirement who would otherwise be eligible for retired teacher coverage. The District and Union agree to continue studying cost containment measures for retiree health benefit programs.

1. The District shall offer to eligible retiring employees the same health plans as are offered to active employees during the term of the employee's retirement. To be eligible for this benefit the employee must retire from WCCUSD, directly into PERS or STRS, be eligible for health benefits at the time of retirement and have attained the required years of service to the District as stated below. The effective date of this section shall be June 30, 2010. Employees who retire between ratification and June 30, 2010 shall be entitled to retire under the practice in place prior to imposition.
2. Eligibility:
 - a. Current regular employees hired prior to January 1, 2007 who attain ten continuous years of service with WCCUSD (as defined by PERS/STRS) shall have met the required years of service to the District for the purposes of this section. The maximum district contribution towards benefits for employees in this category shall be \$450.00 per month.
 - b. Current regular employees hired prior to January 1, 2007 who have attained twenty continuous years of service with WCCUSD (as defined by PERS/STRS) as of June 30, 2010 shall have met the required years of service to the District for the purposes of this section. The maximum district contribution towards benefits for employees in this category shall be \$750.00 per month.
 - c. For employees hired after January 1, 2007, who attain ten years of service under CALPERS rules the District shall only pay a total of the CalPERS Health Benefits Program minimum allowable monthly unequal contribution amount for the enrollment in a health benefits plan of each eligible retiree, including enrollment of a

Counter Proposal from UTR to WCCUSD

This article is part of a package including Article 1, 13, 22, 23, 25 and 46.

- maximum of one dependent. This amount shall increase by the minimum increase required by law. The District shall make no payment to retirees under this section for prescription coverage by CalPERS Health Benefits Program, vision or dental.
- d. For employees hired after July 1, 2016, who attain fifteen years of service under CALPERS rules the District shall only pay a total of the CalPERS Health Benefits Program minimum allowable monthly unequal contribution amount for the enrollment in a health benefits plan of each eligible retiree, including enrollment of a maximum of one dependent. This amount shall increase by the minimum increase required by law. The District shall make no payment to retirees under this section for prescription coverage by CalPERS Health Benefits Program, vision or dental.
 - e. For employees hired after July 1, 2017, who attain twenty-five years of service under CALPERS rules the District shall only pay a total of the CalPERS Health Benefits Program minimum allowable monthly unequal contribution amount for the enrollment in a health benefits plan of each eligible retiree, including enrollment of a maximum of one dependent. This amount shall increase by the minimum increase required by law. The District shall make no payment to retirees under this section for prescription coverage by CalPERS Health Benefits Program, vision or dental.
 - f. For employees hired after July 1, 2018, the District shall make no payment to retirees under this section for benefits upon retirement.

Rationale: The Union understands the District's financial concern regarding retiree benefits. However, many Unit Members were hired with the promise of lifetime benefits in retirement. The Union is willing to accept such a change for new hires, since they will be aware of this change before accepting employment in the district. However, since these new hires will be losing a benefit, the Union will only accept this change if all members begin to receive CFRA benefits as specified in the latest UTR proposal on Article 13. No current member will be affected by this language.

Section 3. Property Damage.

1. The Board shall reimburse employees for any loss, damage or destruction of clothing or personal property worn or carried on his/her person suffered while performing services for the District on campus, or as assigned, providing such employee has taken reasonable measures to protect such property. The value of such items shall be determined as of the time of the damage thereto. The District liability shall be limited to \$800 per incident.
2. The Board shall reimburse employees for vandalism damage to their autos occurring during duty time, pursuant to the following guidelines: reimbursable damage is limited to broken glass replacement and that which would affect the mechanical operation or proper movement of the auto and could reasonably be assumed to have occurred while the vehicle was parked. The district liability shall be limited to a \$800 limit per incident.

Counter Proposal from UTR to WCCUSD

This article is part of a package including Article 1, 13, 22, 23, 25 and 46.

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



United Teachers of Richmond (UTR)

Mark Moran

6/11/18 6:44



West Contra Costa Unified School District

Ken Whittemore

6/11/18 6:44

Counter offer from United Teachers of Richmond to WCCUSD.

DATE: 3/29/18

TIME: 2:02

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
UNITED TEACHERS OF RICHMOND

ARTICLE 12

CLASS SIZE

Section 1.

~~The District shall not exceed the maximum elementary school class sizes as listed below.~~

Grades K-3	(see section 1.2)
Grades 4-5	33
Grade 6	33* except where departmentalized
Grades 6-8 in a K-8 school	33

Beginning July 1, 2018, the District shall not exceed the maximum elementary school class sizes as listed below:

Grades K-3	per site average of 24.
Grades 4-6	33
Grades 6-8 in a K-8 school	33

Beginning July 1, 2019, the District shall not exceed the maximum elementary school class sizes as listed below:

Grades K-3	per site average of 23, maximum of 25
Grades 4-6	32
Grades 6-8 in a K-8 school	32

Beginning July 1, 2020, the District shall not exceed the maximum elementary school class sizes as listed below:

Grades K-3	per site average of 22, maximum of 24
Grades 4-6	31
Grades 6-8 in a K-8 school	31

Rationale:

2. In accordance with Education Code 42238.02, grades kindergarten through third grade shall be a class average of 24 students per site.

3. The District will make a reasonable effort (within budgetary constraints and the best interests of the students) to reduce the number of combination classes and/or to reduce them to less than maximum class size.

- a. There shall be no bilingual combination classes, unless mutually agreed upon by the teacher and site administrator.
- b. If needed based on student need and geographic constraints. The District will confer with UTR and explore options prior to implementation of class.

4. In addition, regarding K-1 combination the following alternatives shall be explored and implemented if at all possible:

- a. Freezing of class size at in accordance with Section 1 and transferring other kindergarten students.
- b. Notwithstanding the provisions of this Section, no K-1 class shall be formed unless at least six students from each grade level are assigned.

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

1. Secondary schools (6-12).

The maximum class size shall be 38 in Math, Social Science, Science, English and ELD. The maximum size for Physical Education classes shall be 55.

Beginning July 1, 2019, the following class size maximums will be in effect:

Math, Social Science, Science, English and ELD	37
PE	54
Other secondary classes	39

Beginning July 1, 2020, the following class size maximums will be in effect:

Math, Social Science, Science, English and ELD	36
PE	53
Other secondary classes	38

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

- a. Only permanent teachers may waive a maximum class size limit
- b. The waiver must not increase the total number of student contacts (i.e., the per teacher average class size will not exceed the class size maximum.)
- c. The relevant department chair shall be consulted.
- d. A form will be jointly created between the parties which will be signed off by the Principal, Teacher, and Site Union Representative.

Rationale:

3. ~~Sylvester Greenwood Academy shall be budgeted and assigned for a minimum of one FTE for every 25 students. The per teacher class size average shall be 25 for~~

alternative education. Beginning July 1, 2019, the class size shall be 25 for alternative education programs and continuation schools. Beginning July 1, 2020, the class size shall be 24 for alternative education programs and continuation schools.

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

5. There shall be a committee at each secondary school site, consisting of two (2) district representatives and a minimum of two (2) association representatives selected by site members to study the entire class size issue at that site. The committee will be convened by the site principal prior to April 15 to review class size for the following school year, and prior to December 15 to review class size for the beginning of the spring semester.

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

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

- a. The Union and District agree that in many cases, compliance with the maximum class size provision of this Article can and will be achieved within the fifteen (15) school day period specified in Article 12, Section 3.
- b. In those cases when it is not readily apparent if a school will need additional staff or when the actual number of necessary staff additions is uncertain, the District may wait for actual enrollment to materialize during the first school month.
- c. Therefore, in such cases, compliance will not be achieved until the 23rd day of school.

Section 4. Counselors shall be assigned on the basis of the estimated enrollment divided by 338 at the junior high/middle school level and by 700 at the senior high level. Additional counselor time shall be allocated when this ratio is exceeded. This section shall remain in effect for as long as the community parcel tax is in effect.

Section 5. One (1) secondary music teacher will be allocated for each 150 music students, i.e., one period (0.2 teachers) allocated for each thirty (30) music students.

Section 6. Elementary music teachers will be allocated considering the following factors:

1. Size of school.
2. Percentage of students who participate in the music program.
3. Number of groups; i.e., Beginning Band, Advanced Band, Glee Club, etc.

4. Teaching assignment of the teacher; i.e., instrumental, vocal or a combination of the two.
5. All reasonable effort will be made to equalize each teacher's load.

Section 7. Each middle school shall have one (1) half-time librarian, and each high school shall have one (1) full-time librarian. (Regardless of staffing levels, each librarian will be paired with an instructional literacy assistant). This section shall remain in effect for as long as parcel tax measures are in effect or if the WCCUSD decides to repurpose the funding. If the WCCUSD decides to repurpose the funding the parties agree to negotiate the impact of that decision.

Section 8. A half-time credentialed librarian and six (6) library assistants will be assigned to the elementary schools. This section shall remain in effect for as long as parcel tax measures are in effect or if the WCCUSD decides to repurpose the funding. If the WCCUSD decides to repurpose the funding the parties agree to negotiate the impact of that decision.

Section 9. ~~The District shall maintain middle school opportunity classes in accordance with student needs.~~

Rationale: Our research showed that these classes have not been offered in the district for many years. Rather than maintain anachronistic language, UTR will work with the district to assess the options currently offered for students who had been served by these classes in the past and to explore other options for the future.

Section 10. The District shall not implement new programs at any school if such implementation will displace a unit member from his/her work space unless such displacement will result in similar work space. This provision shall also apply to teachers' lounges/work rooms and school libraries.

Section 11. The District shall make every effort to assign students to grade level classes and subjects in such a way as to equalize the sizes of like classes.

Section 12. When article 12 is opened for negotiations, Article 52, Section 3 (SPECIAL EDUCATION: Class size) will also be opened for negotiations.

Rationale: Language on Special Education classes was collected in Article 52. That action should not preclude addressing Special Education class sizes whenever the Class Size article is opened for negotiation.



Bargaining Chair, UTR

Date: 3/29/18



Asst. Superintendent, Human Resources

Date: 3/29/18

DATE: 3/29/18

TIME: 11:44am

ARTICLE 51
TEACHER SUPPORT AND ~~TEACHERS~~ ASSISTANCE PROGRAM TSAP

Section 1. The District shall utilize teacher input in its efforts to recruit and retain bargaining unit members. The Superintendent or the designee shall call a quarterly meeting with five (5) bargaining unit members designated by UTR for this purpose.

Section 2. New teachers on contract (temporary, probationary, permanent) with less than three full years in the District shall receive the following in order to assist them in becoming successful teachers.

1. New Teacher Workshops: The District shall offer no fewer than five (5) voluntary workshops during the school year. Workshop topics shall be determined after a survey of all new teachers created and distributed by the Union.
2. Observation Enrichment: New teachers shall, upon request and with principal's approval, be granted at least two (2) days to observe other public school teachers. This enrichment shall be with no loss of salary, other leaves, or benefits. Authorization of the principal shall not be unreasonably withheld. The date(s) shall be mutually agreed upon.

Section 3. Teacher Support and Assistance Program

1. Purpose

The Teacher Support and Assistance Program ("Program") is created to provide support and assistance to veteran teachers who are eligible for the program. Further, it is also designed to assist all newly hired teachers in the WCCUSD in order to help make their first years' experience in the West County Contra Costa Unified School District successful.

2. Prioritizing Needs

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

- a. Permanent teachers who are eligible for the program due to receiving - a Does Not Meet Standard in the previous school year's evaluation (Referred Participation Teacher).
- b. Teachers or who has been recommended to the Program by administrator.
- c. Teachers who are new to teaching and are hired under a probationary or temporary

contract or as a long-term substitute. This shall include but not be limited to preinterns, interns, emergency permit and/or waiver holders, and newly credentialed teachers.

- d. Teachers returning from administrative leave not due to disciplinary reasons.
- e. Experienced teachers who are new to the district and are hired under a temporary or probationary contract or as a long-term substitute.
- f. Permanent teachers who request assistance and entry into the Program on a voluntary basis. To be admitted to the Program, these teachers must be accepted by the Panel.

3. Program Administration

- a. The Program will be administered by a Panel composed of seven (7) members. Four (4) of the members will be appointed by the President of United Teachers of Richmond and three (3) by the Superintendent of the WCCUSD. (The term for the panel members shall be 3 years.) This term can be extended for one additional term. The terms of the panel members will be staggered.
- b. The Panel will be chaired in the first year by a teacher appointed by UTR. Thereafter, the chair will be elected from among the members of the Panel.
- c. For the Panel to conduct business, at least five (5) members must be present. Business conducted in person or via virtual platforms decided by chair.
- d. The Panel will establish operational procedures, develop all necessary forms and documents, select coaches, and generally manage the Program. The District will provide the Panel with the staffing needed to perform these duties.

4. Panel Duties

The Panel shall be responsible for the following duties:

- a. Attending annual training in teacher support/PAR best practices.
- b. Establishing its own rules of procedure.
- c. Selecting the Coaches and selecting trainers and/or training providers.
- d. Providing training for Coaches prior to the teachers' participation in the Program.
- e. Sending written notification of participation in the TSAP program to only teachers who "did not meet standard" or their previous year's evaluation the Coaches, and the site principal.

- f. Making available the Coaches for selection by the referred Participating Teacher.
- g. Reviewing and developing all forms and documents necessary to manage the Program.
- h. Adopting rules and procedures to affect the provisions of this Article. Said rules and procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
- i. Create interview questions for Coach hiring panel.
- j. Determining the number of Coaches in any school year, based upon participation in the Program, the available budget, and other relevant considerations. Notifying Coaches of assignment by May 1, regarding their assignments for the next school year.
- k. Monitoring the progress of each participant by reviewing status reports ~~recommendations to the Governing Board~~ regarding the involuntarily referred Participating Teacher's progress in the Program. A report will be given to the UTR President to share with the UTR Executive Board if needed.
- l. Determining and providing professional development offerings deemed relevant to the Program.
- m. Determining which volunteer permanent teachers will be admitted to the program.
- n. Evaluating (annually) the impact of the program in order to improve the program.
- o. Overseeing the Budget expenditures and submitting its budget to the WCCUSD Superintendent and the UTR President.
- p. Identifying and making available intervention resources that can be used by the Coaches to meet specific needs of Participating Teachers.
- q. Providing a cadre of substitute Coaches to maintain the support program for Participating Teachers. The Panel will decide when substitutes are assigned.

5. Panel Meetings

The Panel will meet as necessary, on District time. Any hours worked beyond the teacher's regular workday shall be compensated at the unit member's per diem and notified to UTR and HR.

6. Coach Selection Process and Employment Status

- a. An announcement will be posted annually via district email and at each work site seeking applicants for the position of Coach. The completed application shall be submitted to the

Human Resources Office and shall be accompanied by no less than three (3) nor more than five (5) letters of reference, including a reference from a building principal or immediate supervisor, a reference from a UTR representative, and a reference from another classroom teacher. Priority will be given to the ONLY UTR bargaining unit members to may apply for the position of Coach. The Program Panel will review the applications and identify applicants for further consideration. The Panel will interview the finalists and select the Coaches from that group. Part of the selection process shall include classroom observation of the applicant by at least two (2) panel members. These observers must be equally divided between district and teacher members.

The applicants shall be selected using the following criteria:

- i. Interpersonal skills and effective communication skills.
- ii. Credibility with stakeholders.
- iii. Exemplary teaching ability
- iv. Experience working with colleagues in a collaborative role.
- v. Minimum of (3) three years teaching experience with the District.

Additional recommended criteria:

1. Language and writing skills.
 2. Knowledge of the California Standards of the Teaching Profession.
 3. Curriculum expertise.
- b. All applicants will be notified in writing of the Panel's decision.
 - c. Coaches shall be full-time. Those who are selected by the Panel shall continue in their current assignment until the Panel determines the need for a Coach(s). All Coaches shall receive training and will either be given release time or ~~pro-rata per diem~~ compensation, to be determined by the Panel. There shall be no less than two coaches per year. If the panel decides that less than 2 coaches are needed, they will inform UTR and HR with supporting data.
 - d. The term of active assignment for a Coach will be three (3) years. An individual who begins service more than one-fourth (1/4) of the way through the school year may serve a fourth year in order to complete his/her term at the end of the school year. The terms of the Coaches shall be staggered.
 - e. Once an individual has served as a Coach, the individual may reapply to be a Coach after returning to his/her regular duties for a period of three (3) years.
 - f. Upon completion of a term as a Coach, the right to return to the most recent teaching

assignment held by the teacher is guaranteed.

- g. The Coach's work year will follow the Schedule 6 guidelines. Additional days worked shall be determined by the Panel and shall be paid on a per diem basis at the regular rate of pay and/or compensated with compensatory time.
- h. The Coach shall not evaluate a District bargaining unit member. Site principals will evaluate teachers participating in the program consistent with this Agreement. The District will take no action to terminate a permanent bargaining unit member who is participating in the program, based upon deficiencies in teaching strategies and/or subject matter knowledge.
- i. For referred teachers the initial introduction to the program shall be the responsibility of the principal. After referral to the Program, the involuntarily referred Participating Teacher will choose a Coach (if multiple coaches are available). After meeting the Referred Participating Teacher, the Coach will arrange a meeting to be attended by the Coach, the principal or the evaluator of the Participating Teacher, and the Participating Teacher. The Coach shall meet with the Referred Participating Teacher to discuss the TSAP program, to establish performance goals consistent with the California Standards for the Teaching Profession (CSTP), develop the assistance plan and develop a process for determining successful completion of the TSAP program. The duration of support will be no longer than 3 years.
- j. The Coach shall prepare written progress reports for the Panel regarding the progress of Referred Participating Teachers. In accordance with section 4.k of this article the Coach will submit periodic reports that cite dates, duration of the consultation and the precise focus of the meeting(s) with the Referred Participating Teacher. The Panel may also call on the principal or evaluator to provide an assessment. The written progress reports shall be on forms and shall, at a minimum, include an assessment as to whether the Participating Teacher is making satisfactory progress toward the California Standards for the Teaching Profession and whether continued assistance is necessary. A different reporting process shall be utilized for teachers in the program who have not been referred because of a Does Not Meet Standard evaluation. No report assessing performance will be made to the panel for those who volunteer for the program. A Referred Participating Teacher shall have the right to timely reports or progress made and to review all reports generated by the Coach prior to their submission to the Panel and to have his/her comments attached. A different Coach may be selected to work with the Referred Participating Teacher at any time during the first six weeks of the process when requested to do so by the Coach or the Participating Teacher.
- k. Coaches shall prepare a Final Report by April 1, which shall note the progress made by the Referred Participating Teacher. The progress reports and Final Report shall be made

available to be placed in the personnel file of the Referred Participating Teacher. The Referred Participating Teacher shall have the right to submit a written response, and have it attached to the final report. In addition, the Referred Participating Teacher shall have the right to request a meeting with the Panel, and to be represented at this meeting by the UTR representative of his or her choice.

7. Caseload Levels

The caseload for Coach shall be determined by the Panel and in no event shall be higher than fifteen (15). Referred Participating Teachers shall be weighed as 2.

8. Lead Coach

There shall be a lead Coach, with a work year of 200 workdays. These additional days shall be compensated at his/her per diem rate. The caseload for this position shall be 5 for the first year and 6 in subsequent years. The caseload will be phased in during the first year of this agreement. Additional duties for this position shall include scheduling the work of the Coaches and facilitating the work of the Panel.

9. Participating Teachers

a. Teachers may participate in the Program in one of four ways:

1. Referred Participating Teachers-Permanent teachers who receive a Does Not Meet Standard evaluation, as per AB1x, in the areas of "teaching strategies and subject matter knowledge" will be required to participate in the Program no later than the beginning of the next school year.
2. The intent of the parties is that all newly hired teachers will be required to participate in the Program. Actual participation will be based on the annual budget and priorities set by the Panel. The period of duration will be determined by the panel, based on recommendations made by the Coach.
3. Permanent teachers may volunteer to participate in the Program. Their admission to the Program will be determined by the Panel based on the Panel's annual budget and priorities.
4. And, on a space available basis other teachers may participate in professional growth programs developed by the Panel.

10. Funding and Revenue

a. The District and UTR will jointly explore funding sources from local business and


industry. The District, with the support of UTR, will attempt to secure grant funding.

- b. ~~All activities relating to the Program, including sub-costs, shall be paid for by funding pursuant to the passage of AB1x. Expenditures for the WCCUSD TSAP Program shall not exceed revenues received from BTSA funds, Pre-Intern, Intern funds, AB1x funds, appropriate new teacher staff development funds and other appropriate sources of funding and the private funds described in paragraph 10 (a), supra.~~
- c. The parties agree to continue the BTSA funding and support for the current teachers participating in the BTSA program.
11. Functions performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions. The Coach shall continue to have all rights of a bargaining unit member. In addition to the regular salary, a Coach shall receive Per Diem pro-rata for all work beyond the regular workday and/or work year, approved by the Panel. ~~The Assistant Superintendent of Personnel will select a cadre of administrators available to evaluate administrator overseeing TSAP will evaluate the~~ lead coach and coaches. ~~The lead Coach and Coaches will select their evaluator from this list.~~
12. Upon completion of his or her service as a full-time released Coach the teacher shall be entitled to return to the same position which he/she held immediately before commencement of the assignment unless he/she would have been transferred or reassigned pursuant to Article 14.
13. The District agrees to indemnify and provide a defense for the UTR panel members and Coaches against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the UTR Panel Members and/or Coach's participation in the Teacher Support and Assistance Program, pursuant to Division 8.6 (commencing with 8.10 of title I of the California Code).

14. Reopener

The provisions of the Program may be revised or reopened by the mutual consent of the District and UTR on an annual basis.


Mark Moran, UTR Bargaining Chair


Ken Whittemore, WCCUSD

UTR Initial Proposal to WCCUSD

Date: 5/11/18

Time: 6:30 PM

ARTICLE 41
SAVINGS CLAUSE

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

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

Mark Moran 5/11/18
Mark Moran, UTR Bargaining Chair
6:43pm

Ken Whittemore 6:43 PM
Ken Whittemore, WCCUSD
5/11/18

UTR Initial Proposal to WCCUSD

Date: 5/11/18

Time: 6:30 PM

**ARTICLE 3
SUCCESSOR AGREEMENT**

Section 1. Not later than ~~January 15~~ November 30 of the calendar year ~~in which~~ before this Agreement expires, the Board and the Union shall meet and negotiate in good faith on a successor agreement.

Section 2. Either party may utilize the services of outside consultants to assist in the negotiations, not to exceed two (2) at any one session.

Section 3. The Union shall designate seven (7) representatives who shall receive a reasonable amount of release time, without loss of compensation, to participate in the negotiations process.

Mark Moran 6:44 PM
Mark Moran, UTR Bargaining Chair

Ken Whittemore 6:44 PM
Ken Whittemore, WCCUSD

5/11/18

Counter offer from United Teachers of Richmond to WCCUSD.

This article is part of a package including Article 1, 13, 22, 23, 25 and 46.

DATE: 5/11/18

TIME: 6:30pm

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
UNITED TEACHERS OF RICHMOND

ARTICLE 46
STAFF DEVELOPMENT

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

Section 2. ~~Staff~~ School-based staff development activities ~~during modified day~~ shall be jointly designed by the schools' principals and staffs as defined in this article, ~~except that the District may require a particular staff development activity during one modified day per month.~~

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

For the inaugural year, 2018-19, sites will devote significant time to jointly develop and ratify a plan for collaboration for the year during the two days of site meetings prior to the beginning of the school year (Article 22, sections 1c, 5c, 7c). During this time, the following activities will occur:

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

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

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

- Option 2: Teachers collaborate for 1 hour after the teacher instructional day for a total of 30 sessions. On modified days without collaboration, teachers may leave at the end of their work day (as defined by Article 10.1.1).
- Option 3: Teachers collaborate for 1.5 hours after the teacher instructional day on alternating weeks for a total of 20 sessions. On modified days without collaboration, teachers may leave at the end of their work day (as defined by Article 10.1.1).
- Option 4: Sites may design their own plan to implement the 30 hours of collaboration through the process described above.

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

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

2. The Association and the District shall meet at least two (2) times during each school year to gather feedback for the purpose of assessing and improving professional development. School sites will collect feedback on all staff development to be analyzed at a mid-year ILT meeting.

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

~~Section 3-4. Staff development activities associated with the implementation of SB 1777 (Class Size Reduction) shall be subject to the following provisions:~~

1. No required staff development outside of work hours.
2. Any optional staff development outside of work hours shall be paid at the hourly rate (formerly Adult School Rate).

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

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

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

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

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

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

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

Mark Moran

Bargaining Chair, UTR

Date: 5/11/18 6:39pm

Ken Dutton

Asst. Superintendent, Human Resources

Date: 5/11/18 6:39

DATE: 5/11/18

TIME: 6:30

**ARTICLE 14
TRANSFERS AND REASSIGNMENTS**

Section 1. Definitions of Transfer and Transfer Seniority Date.

Status Quo

Section 2. Voluntary Transfer.

1. A ~~tenured~~ permanent teacher may request a voluntary transfer to take effect either during a school year or at the beginning of the next school year. Except by mutual agreement, transfers will not be made during the school year. However, vacancies which are filled during the regular school year ~~by a temporary employee~~ will be advertised for transfer in the subsequent school year if the position still exists.

2. Bargaining Unit members with a Notice of Unprofessional Conduct, Does Not Meet Standard Evaluation and/or mandatory referral to the Teacher Support and Teacher Assistance Program (Article 51) ~~Peer Assistance and Review Program~~ within the previous 12 (twelve) months shall be eligible to voluntarily transfer with the written approval of Human Resources.

3. All known vacancies shall be posted as follows:

~~Administrative assignments for the following year shall be provided by the District no later than the first Board meeting in April.~~

~~An update of administrative assignments for the following year shall be provided by the District no later than the first Board meeting in May.~~

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

a. As vacancies become available, they shall be communicated to members in the following ways:

- A live list of vacancies available to District employees including: site, position (including grade level and/or subject), application deadline and instructions to apply.
- An email every two (2) weeks sent to all credentialed employees with a snapshot of the above list.

b. A streamlined application process in which members will apply for transfer by filling out an online form to indicate the desired position.

Counter Proposal from UTR to WCCUSD

- c. All Bargaining Unit Members who express an interest in a position by the deadline shall be given the opportunity to interview for it.
- d. If a qualified, internal candidate is available, that candidate shall be placed and shall permanently own the position.
- e. All interviewees shall be notified of the disposition of the transfer request. Written specific reasons for non-selection shall be furnished upon request.

~~There will be two rounds of the transfer process. Written notice of tentative assignments shall be provided within fifteen (15) days of closing for each application round. All applicants shall be notified of the disposition of transfer request. Written specific reasons for non-selection shall be furnished upon request.~~

~~Transfer rounds shall begin in accordance with the dates listed in the boxes below; one transfer round shall be held prior to April 15. The transfer round held after April 15 will be subject to California Education Code 35036.~~

Counter Proposal from UTR to WCCUSD

For 2015-2016	For 2016-2017	For 2017-2018
Round 1 — March 14	Round 1 — March 13	Round 1 — March 12
Round 2 — April 25	Round 2 — April 24	Round 2 — April 23

~~4. Transfers shall not be made until all qualified applicants, who so request within the time limits, are considered. A conference between the transfer applicant and the appropriate administrator(s) may be arranged by the Human Resources Office.~~

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

a. Qualifications

- (1) Credentials.
- (2) Major and minor fields of study.
- (3) Teaching experience. (This shall not exclude from consideration teachers seeking a change in subject area or grade level or type of assignment.)
- (4) Special skills required by the particular assignment (i.e. bilingual, mental health training, authorizations, units and coursework for limited assignments and teacher consent).
- (5) ~~Balance at the school site to meet requirements of NCLB, or g~~ Gender balance in the Physical Educating programs.

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

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

b. Seniority

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

For the duration of this agreement (July 1, 2018 to June 30, 2021), seniority will not be considered for internal transfers. After June 30, 2021, seniority will again be considered as described above.

Counter Proposal from UTR to WCCUSD

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

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

Rationale: Due to California Ed. Code, consideration of seniority in transfers only applies to transfers BEFORE April 15 when transferring to the following schools: Collins, Coronado, Ellerhorst, Fairmont, Hanna Ranch, Harding, Highland, Kensington, Lupine Hills, Madera, Montalvin, Ohlone, Peres, Riverside, Sheldon, Stewart, Valley View, Washington, Middle College.

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

Status Quo.

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

Status Quo

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

1. In the event that a teacher be transferred for his/her welfare and/or the welfare of the District, the following procedures shall be followed:
 - a. The teacher and the Union shall be notified in writing of the intent to transfer.
 - b. If requested, the intent to transfer must be discussed with the teacher at a mutually agreed upon time no less than five (5) or more than ten (10) school days after receipt of written notification. A representative of the Union shall, upon request, be present at this conference.
 - c. The conference shall include a discussion of the specific reasons for the transfer which upon request shall also be furnished in writing.
 - d. The teacher transferred shall have the right to apply for any subsequent vacancy for which he/she is qualified.
 - e. This procedure shall be followed regardless of the administrative level from which the transfer originated.
 - f. Transfers shall not be made for arbitrary or capricious reasons.**

Rationale:

Section 6. Counselor-Special Provisions.

Counter Proposal from UTR to WCCUSD

Status Quo.

Section 7. Reassignment. Reassignment is defined as any movement of a teacher to a different grade level or subject area at or within a school site. Reassignment shall be based solely upon the educationally related needs of the school and shall not be for arbitrary or capricious reasons.

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

Section 8. Miscellaneous Transfer Provisions.

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


Counter Proposal from UTR to WCCUSD

~~and preparation.~~ Appropriate moving assistance will be provided to all teachers required to move.

Rationale: SB 1777 is no longer in effect

3. A list including the transfer seniority date for each teacher at each work location shall be posted by March 1, annually.
4. In the event the appropriate transfer criteria has been applied and two (2) or more teachers with identical seniority are involved in the same transfer consideration, the tie shall be broken as follows:
 - a. Unpaid leave time, if any, shall be deducted.
 - b. Gender and racial balance at the school site.
 - c. Remaining ties shall be broken by lot. This shall be done in the presence of all teachers affected.
5. Notwithstanding the provisions of this article, no bargaining unit member may be involuntarily transferred or assigned to any alternative (magnet) school, program, or schedule.
- ~~6. Any open position that becomes available after the transfer rounds, shall be filled in the following manner:
May 15 June 30th: Openings are posted on Ed Join. Internal and external candidates are interviewed. The selected applicant permanently owns that position.
July 1 Openings are posted on Ed Join. Internal and external candidates are interviewed. If an internal applicant is selected, that applicant permanently owns that position. If an external applicant is selected, that position will be posted in the next year's transfer round.~~


Mark Moran, UTR Bargaining Chair


Ken Whittemore, WCCUSD

UTR Counter Proposal to WCCUSD

This article is part of a package including Article 1, 13, 22, 23, 25 and 46.

Date: 5/11/18

Time: 6:10 pm

ARTICLE 1 AGREEMENT

Section 1. The Articles and provisions contained herein constitute a bilateral and binding Agreement by and between the Governing Board of the West Contra Costa Unified School District and the United Teachers of Richmond, CTA/NEA, an employee organization.

Section 2. This Agreement is entered into pursuant to Chapter 10.7, Division 4 of Title 1 of the Government Code ("Act").

Section 3. This Agreement shall remain in full force and effect from July 1, ~~2015~~ 2018 to June 30, ~~2018~~ 2021. New items, except as otherwise designated, will be effective upon ratification.

The parties agree to the following reopeners:

- A. ~~Starting no later than February 1, 2016 a UTR-WCCUSD joint subcommittee will meet to make recommendations to the bargaining teams in regard to Article 52 Special Education~~ For the 2018-19 school year the parties agree to negotiate Article 25 Employee Benefits only if the Bay Area Northern Kaiser rate rises above the current rate, and Article 52 Special Education. Further, the parties agree to complete a new evaluation tool for bargaining unit members as outlined in Article 15.
- B. For the ~~2016-17~~ 2019-2020 school year the parties agree to negotiate ~~one article selected by UTR and one article selected by WCCUSD~~ Article 25 Employee Benefits and Article 52 Special Education.
- C. For the ~~2017-18~~ 2020-2021 school year the parties agree to negotiate ~~two articles selected by UTR and two articles selected by WCCUSD~~ Article 25 Employee Benefits.

Mark Moran 5/11/18
Mark Moran, UTR Bargaining Chair

Ken Whitemore 5/11/18
Ken Whitemore, WCCUSD

Counter offer from United Teachers of Richmond to WCCUSD.

This article is part of a package including Article 1, 13, 22, 23, 25 and 46.

DATE: 5/11/18

TIME: 6:27

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
UNITED TEACHERS OF RICHMOND**

**ARTICLE 13
LEAVES**

Section 1. Union Leave.

Status Quo

Section 2. Bereavement Leave.

Status Quo

Section 3. Court Summons-Jury Duty.

Status Quo

Section 4. Extended Illness Leave.

Status Quo

Section 5. Extended Personal Leave

Status Quo

Section 6. Family Emergency Illness Leave.

Status Quo

Section 7. Health Leave.

Status Quo

Section 8. Industrial Accident or Illness Leave.

Status Quo

Section 9. Isolation and Quarantine.

Status Quo

Section 10. In-Service Leave.

Status Quo

Section 11. Legislative Leave.

Status Quo

Section 12. Family and Medical Leaves.

A. Serious Medical Condition Leave – Unit Member.

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

B. Child Care Leave/Baby Bonding Leave

- ~~1. Intent: To make contract language consistent with federal and state laws governing medical, pregnancy and family leave laws including but not limited to FMLA, CFRA and PDL statutes. Any changes in the laws shall supersede the leave language in this contract.~~
- ~~2.1~~ Calculation: Members may take up to twelve (12) work weeks of unpaid family care leave in any twelve (12) month period, which shall be counted backward from the date family leave is taken to care for a newborn child or placement of a child for adoption or foster care.
- ~~3.2~~ Benefits: Members will be entitled to health benefits in the same manner as if working.
- ~~4.3~~ Eligibility: To qualify for this leave, the member must have:
 - a. Been employed with the district for at least twelve (12) months

- b. Actually worked one thousand two hundred and fifty (1250) hours during the twelve (12) month period immediately prior to commencement of the leave;
- c. A newly born, adopted or foster child placement;
- d. Provided notice to their immediate supervisor and the Human Resources Department at least 30 days in advance, if such leave is foreseeable; and
- e. Provided Human Resources with a WCCUSD Parental Leave Verification

5.4. Such leave must be taken within one year of the birth, adoption or placement. This leave may be used all at once or in separate 2-week blocks.

Rationale: To make language up to date with state law (CFRA)

6.5. This leave will run concurrently with all applicable state and family medical leave laws, i.e., including but not limited to FMLA and/or CFRA

C. Enhanced CFRA Leave

1. Beginning July 1, 2018, for each year of service to the District, a prospective parent shall earn one (1) calendar week of enhanced CFRA up to a maximum of six (6) weeks. This leave is fully paid and may be utilized at the commencement of any adoption, birth of a newborn, or foster of a child age 0-3 years for up to a maximum of two (2) weeks per calendar year.
2. The two weeks must be contiguous, cannot be used intermittently and are not applicable during breaks or non-work time.
3. The enhanced CFRA is used as a "bank". As a member uses this leave, it is taken out of their bank. A member may keep earning one week per every year of service, but may only utilize two (2) weeks at a time with each child. This leave is not transferable to another member.
4. If the employee has earned less than two (2) weeks of enhanced CFRA, they may utilize their accumulated sick leave for the balance of the two (2) calendar week period.
5. After June 30, 2021, this provision will sunset. Continuation of this leave will need to be renegotiated as part of the successor agreement.

e.D. Family Care Leave

1. Intent: To make contract language consistent with federal and state laws governing medical, pregnancy and family leave laws. Any changes in the laws shall supersede the leave language in this contract.
2. Calculation: Members may take up to twelve (12) work weeks of unpaid family care in any twelve (12) month period, which shall be counted backward from the date family leave is taken to care for a child under age eighteen (18) or over eighteen (18) and incapable of self-care due to disability; parent; spouse; or domestic partner registered with the State of California, with a serious health condition.

3. Benefits: Members will be entitled to health benefits in the same manner as if working.
4. Eligibility: To qualify for this leave, the member must have:
 - a. Been employed with the District for at least twelve (12) months;
 - b. Actually worked one thousand two hundred and fifty (1250) hours during the twelve (12) month period immediately prior to commencement of the leave;
 - c. Have a family member with a "serious" medical health condition;
 - d. Provided notice to their immediate supervisor and the Human Resources Department at least 30 days in advance, if such leave is foreseeable; and
 - e. Provided Human Resources with a WCCUSD Medical Verification setting forth the reason, timing and duration of such leave, etc.
5. This leave will run concurrently with all applicable state and family medical leave laws, i.e. including but not limited to FMLA and/or CFRA.

D. Pregnancy Disability Leave

1. Intent: To make contract language consistent with federal and state laws governing medical and pregnancy leave laws. Any changes in the law shall supersede the leave language in this contract.
2. Eligibility: This leave is available to members immediately if disabled due to pregnancy, childbirth or related medical condition and the member has:
 - a. Provided notice to their immediate supervisor and Human Resources at least thirty (30) days in advance, if such leave is foreseeable; and
 - b. Provided Human Resources with a WCCUSD Medical Leave Verification
3. Duration: Members may take up to four months per pregnancy of unpaid leave while disabled by pregnancy, childbirth or related medical conditions. This leave may be taken all at once or intermittently.

Rationale: Make contract language consistent with current state law (PDL)

4. Benefits: Members will be entitled to health benefits in the same manner as if working.
5. The District shall not discriminate against a member because of pregnancy
6. This leave will run concurrently with all applicable state and family medical leave laws, which specifically, excludes CFRA.
7. Upon request, Unit members returning from Pregnancy Disability Leave will be provided a lactation room upon request that is a place other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. These members will be provided a reasonable amount of break time as needed by the nursing mother.

which shall, if possible, run concurrently with any break time already provided to the employee.

Rationale: Make contract language consistent with current state breastfeeding laws

Section 13. Child Care Leave.

Status Quo.

Section 14. Personal Leave.

Status Quo

Section 15. Military Leave.

Status Quo

Section 16. Personal Necessity Leave.

Status Quo

Section 17. Professional Leave.

Status Quo

Section 18. Formal Study Leave.

Status Quo

Section 19. Sick Leave.

Status Quo

Section 20. Study Leave.

Status Quo

Section 21. Miscellaneous Provisions.

Status Quo

Mark Moran 5/11/18
Mark Moran, UTR Bargaining Chair
6:28pm

Ken Whittemore 5/11/18
Ken Whittemore, WCCUSD
6:28PM

DATE: 4/30/18

TIME: 4:42 PM

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
UNITED TEACHERS OF RICHMOND**

**ARTICLE 16
GRIEVANCE PROCEDURE**

Section 1. Definitions. A grievance is a claim by one or more of the members of the Unit or by the Union that there has been a violation or misapplication of the Agreement which has adversely affected the member or members of the Unit or the Union.

~~Grievances (Level 1 and above) shall be submitted through the "Grievance Form", agreed upon by both parties, which documents dates and times of each event throughout the grievance process. (See Appendix XX.) If a member submits a grievance improperly, the form will be provided to the member and the member will not be penalized for having to resubmit. In particular, the grievance will be accepted if the initial grievance was submitted within the required time, even if it was not submitted on the proper form.~~

Rationale: The idea of a grievance is to follow procedures and timelines. Meeting timelines holds both sides accountable

Informal Procedure

Section 2.

1. An aggrieved person shall first discuss the grievance with the appropriate Principal or immediate supervisor, either directly or accompanied by the Union's Grievance Representative, with the objective of resolving the matter informally. The grievant may, however, authorize the Union's Grievance Representative to represent him/her. The Principal may request that such authorization be in writing. This discussion will meet the requirement for an informal meeting when it is documented on the agreed upon Grievance Form by the grievant.
2. This discussion must be requested within thirty-five (35) days of the alleged violation or within thirty-five (35) days of when the grievant knew or should have known of the facts constituting the alleged violation.
3. This informal meeting must occur within ten (10) days of the grievance request.

Formal Procedure

Section 3. Level I.

1. If the matter is not resolved informally, the grievant may submit the claim as a formal grievance no later than ten (10) ~~workdays~~ after the informal conference.
2. Within five (5) ~~workdays~~ after receipt of the written grievance by the Principal or the immediate supervisor, the Principal or immediate supervisor shall meet with the aggrieved and/or the Union Representative, if requested by the aggrieved, in an effort to resolve the matter.
3. Within five (5) ~~workdays~~ after receipt of the grievance, or after the Level I conference, if requested, the Principal or immediate supervisor shall render a decision in writing, together with supporting reasons.


Section 4. Level II.

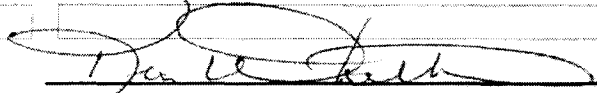
1. Within five (5) workdays of receipt of the decision at Level I, or if no decision is rendered within the required time, if the grievant is not satisfied with the decision, the grievance may be appealed to the Superintendent.
2. The Superintendent or his/her designee shall, within ten (10) workdays of receiving the appeal, meet with the aggrieved teacher and the Union Representative, if requested by the aggrieved, in an effort to resolve the grievance.
3. The Superintendent or designee shall, within five (5) workdays of the meeting in Section 4.2, forward a decision in writing.

Section 8. General Provisions.

1. Since it is important that grievances be processed as rapidly as possible, the number of ~~workdays~~ indicated at each level should be considered as a maximum. "Workday" shall be defined as a day "school is in session." The time specified, however, may be extended by mutual agreement.

Rationale: Workday is important to use. If a grievance falls on the last day before a break timelines will be missed. The understanding of wanting to expedite the process is understood, but it should remain realistic for both sides to meet the goals of answering a grievance.


 Bargaining Chair, UTR
 Date: 5/11/18
 6:22 pm


 Asst. Superintendent, Human Resources
 Date: 5/11/18

6:22 PM

Counter Proposal from UTR to WCCUSD

APRIL 20, 2018
Time: 2:57 PM

ARTICLE 15
EVALUATIONS

Section 1. The primary purpose of evaluation is to improve the educational programs, practices, and services within the schools through increased effectiveness of each teacher.

The parties mutually agree to form a committee of seven (7) bargaining unit members, seven (7) site administrators, the UTR President, and the Superintendent to develop a new Administrative Observation form.

The parties agree the final product will be completed during the 2018-2019 school year and ratified by a majority vote of Unit members. If ratified, it will be implemented via a Memorandum of Understanding (MOU) beginning in the 2019-20 school year.

Rationale: The parties have discussed the need to update and review the current evaluation model. The intent is to have an evaluation tool which is centered on improving educational delivery in the classroom.

Mark Moran 5/11/18
Mark Moran, UTR Bargaining Chair

6:20pm

Ken Whittemore 5/11/18
Ken Whittemore, WCCUSD

6:20 PM

APRIL 30, 2018
TIME: 5:07 pm

**ARTICLE 27
SUBSTITUTE TEACHING**

Section 1. Definitions.

1. Short-term substitute--one who substitutes twenty (20) or fewer workdays for a teacher(s).
2. Long-term substitute--one who substitutes twenty-one (21) or more consecutive workdays for the same teacher.

Section 2. Selection and Assignment.

1. The District shall select and assign all substitute teachers pursuant to the provisions of this section.
2. The District shall make every possible effort to secure a substitute teacher for absent members of the bargaining unit and for absent aides assigned to unit members.
- ~~3. Substitute teacher assignments shall be for at least a full day, unless a lesser time is agreed upon by the substitute and the District.~~
4. At the secondary level, the District shall assign substitute teachers to classes in their credential subject areas, when feasible.
5. In the event a substitute cannot be found for teachers absent for less than a full day at the secondary level, teachers may volunteer to perform "period substitution" during their conference periods. Assignments shall be rotated among volunteers. If no volunteers are available, assignments may be made by the Principal. Remuneration shall be a prorated portion of the daily substitute rate in the event the regular teacher is absent less than a full school day or twice that prorated portion if the regular teacher is absent the full day.
6. In the event a substitute teacher cannot be found at the elementary school level, every effort shall be made to cover the class with a certificated employee who is not a member of the bargaining unit. Teachers may volunteer to receive students or substitute during their conference periods in eight-period day schools. Assignments shall be rotated among volunteers. If no volunteers are available, assignments may be made by the Principal. Compensation shall be at the same rate as secondary teachers.
7. Teachers may request the assignment of specific substitutes from the District-approved list.

Counter Offer from UTR to WCCUSD

- ~~8. Substitutes with an emergency credential who do not possess at least a B.A. degree shall not be called for work unless no teacher with a full credential or emergency credential and a B.A. degree is available.~~
8. All efforts will be made to not reassign substitute teachers who have been preassigned to a specific classroom or have been secured by prior arrangement.
9. The District shall secure substitutes for teachers-in-charge if the principal is out or absent for two or more days.

Section 3. Salary.

- ~~1. Short term substitutes shall be paid a per diem of \$ 117.00.~~
- ~~2. Long term substitutes shall be paid a per diem of \$ 160.00.~~

Section 4. Leaves.

- ~~1. Each long term substitute shall be credited with two and one half (2 1/2) days of sick leave every 45 days.~~
- ~~2. The parties agree that unused substitute sick leave shall be carried over and accrue from one quarter to the next, within any one school year.~~

Section 5. Evaluation.

- ~~1. Long term substitute teachers shall be evaluated at least once in each long term assignment. The evaluation instrument shall be the Substitute Teacher Evaluation Form.
 - ~~a. The Principal and/or his/her administrator designee shall make at least one observation of the long term substitute in the classroom.~~
 - ~~b. The Principal and/or his/her administrator designee shall discuss the completed evaluation form with the long term substitute teacher. Three (3) copies of the Substitute Teacher Evaluation Form are to be made. Each is to be signed by the evaluator and the substitute teacher. One (1) copy is to be sent to the Assistant Superintendent for Human Resources, the second kept by the Principal, and the third given to the substitute teacher.~~~~
- ~~2. Short term substitute teachers may be formally evaluated by the Principal and/or his/her administrator designee at the request of either the teacher or administrator.~~

Section 6. Miscellaneous.

- ~~1. Short term substitute teachers may leave school at the conclusion of the teacher's instructional day with the permission of the Principal.~~
- ~~2. Long term substitute teachers shall work the same day as regular classroom teachers.~~

Counter Offer from UTR to WCCUSD

3. ~~The District shall provide each substitute teacher with a handbook outlining the general operating procedures of the schools and such other information as is necessary to assist substitute teachers in the discharge of their responsibilities. This information shall include accurate maps covering the geographical area served by the West Contra Costa Unified School District.~~
4. ~~At least one mailbox shall be available at each site for substitute teachers.~~
5. In the event of an absence, teachers shall provide lesson plans that are useful and understandable to substitute teachers. These lessons plans could be special lesson plans created for the absence, the teacher's regular lesson plans, or emergency lesson plans. Teachers shall write their lesson plans in such a manner as to be useful and understandable to substitute teachers. Plans shall be written weekly to cover the five (5) following school days. Elementary teachers are to leave lesson plans in their classroom. Secondary teachers are to leave their lesson plans in a location designated by the principal. This shall not preclude teachers from developing "alternate" lesson plans for activities they wish to be conducted in the event of a short term absence. Teachers will provide emergency lesson plans to cover at least three days to the principal electronically at the beginning of each school year. This requirement can be fulfilled by submitting electronic directions of where to find needed materials in the classroom to carry out the lesson.

Rationale: Ensure lesson plans for substitute teachers when needed are provided. This proposal is not intended as a weekly lesson plan checkup, only to make sure the classroom has lesson plans in a needed situation. This proposal is in the substitute-teaching article and is solely intended to deal with substitute lesson plans.

6. ~~Substitute Cancellation: If a substitute is called for a job and the job has already been filled, or due to District error is no longer available, the substitute shall be given three (3) options:~~
 - a. ~~Two (2) hours of show-up pay at the daily substitute rate, prorated.~~
 - b. ~~Remain at the site and assist as needed (period substitute, team teach, fill other open substitute jobs that may not be filled).~~
 - c. ~~Take another substitute opening at another school.~~

Mark Moran 5/11/18
Mark Moran, UTR Bargaining Chair

Ken Whittemore 5/11/18
Ken Whittemore, WCCUSD

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
BEGINNING BALANCE						
REVENUES						
RL Sources (8010 - 8099)	280,700,020					280,700,020
All Other Sources (8100-8799)	14,926,913					14,926,913
TOTAL REVENUES	295,626,933					295,626,933
EXPENDITURES						
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)
TOTAL EXPENDITURES	222,423,353	7,638,421	792,821	2,317,678	605,265	233,777,538
Other Sources/Transfers In						-
Other Uses/ Transfers Out	(58,309,209)					(58,309,209)
NET INCREASE (DECREASE)	14,894,371					3,540,186
Beginning Fund Balance	19,020,544					19,020,544
ENDING FUND BALANCE	33,914,915					22,560,730
COMPONENTS OF ENDING FUND BALANCE						
Economic Uncertainties	-					-
Revolving Cash	300,000					300,000
Board Designated	424,715					424,715
UNAPPROPRIATED FUND BALANCE	33,190,200					21,836,015

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
BEGINNING BALANCE						
REVENUES						
RL Sources (8010 - 8099)	288,347,329					288,347,329
All Other Sources (8100-8799)	5,992,486					5,992,486
TOTAL REVENUES	294,339,815					294,339,815
EXPENDITURES						
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)
TOTAL EXPENDITURES	238,042,360	5,938,459	814,990	2,378,329	619,645	247,793,783
Other Sources/Transfers In						-
Other Uses/ Transfers Out	(58,405,493)					(58,405,493)
NET INCREASE (DECREASE)	(2,108,038)					(11,859,461)
Beginning Fund Balance	22,560,731					22,560,731
ENDING FUND BALANCE	20,452,693					10,701,270
COMPONENTS OF ENDING FUND BALANCE						
Economic Uncertainties	-					-
Revolving Cash	300,000					300,000
Board Designated	-					-
UNAPPROPRIATED FUND BALANCE	20,152,693					10,401,270

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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 WCGAA 2% Agreements****	Preliminary Adopted Budget After Agreements
BEGINNING BALANCE						
REVENUES						
RL Sources (8010 - 8099)	295,316,545					295,316,545
All Other Sources (8100-8799)	6,106,192					6,106,192
TOTAL REVENUES	301,422,737					301,422,737
EXPENDITURES						
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)
TOTAL EXPENDITURES	249,797,767	4,425,642	576,501	1,726,398	464,951	256,991,259
Other Sources/Transfers In						-
Other Uses/ Transfers Out	(58,561,924)					(58,561,924)
NET INCREASE (DECREASE)	(6,936,954)					(14,130,446)
Beginning Fund Balance	10,701,270					10,701,270
ENDING FUND BALANCE	3,764,316					(3,429,176)
COMPONENTS OF ENDING FUND BALANCE						
Economic Uncertainties	-					-
Revolving Cash	300,000					300,000
Board Designated	-					-
UNAPPROPRIATED FUND BALANCE	3,464,316					(3,729,176)

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

DESCRIPTION	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
REVENUES						
LCOFF SOURCES		\$266,413,767	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
REVENUE TOTALS		277,733,612	295,626,933	\$294,339,815	\$301,422,737	\$312,510,737
EXPENDITURES						
Certificated Salaries		\$95,919,776	103,658,432	109,438,452	113,411,151	114,764,440
Classified Salaries		\$31,676,135	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	250,800	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)
TOTAL EXPENDITURES		\$226,762,484	233,777,538	247,793,783	256,991,259	262,694,538
Excess (Deficiency) of Revenues over Expenditures		50,971,128	\$61,849,395	\$46,546,032	\$44,431,478	\$49,816,199
OTHER SOURCES & USES						
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	-	-	-	-
Total Expenditures & Uses		\$307,917,749	\$292,086,747	308,199,276	\$315,553,183	\$321,416,629
NET INCREASE (DECREASE) IN FUND BALANCE		(30,184,137)	3,540,186	(\$11,859,461)	(\$14,130,446)	(\$8,905,892)
FUND BALANCE, RESERVES						
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)
Reserve Amounts:						
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
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
Undesignated Amount		\$18,295,829	\$21,836,016	\$10,401,270	(\$3,729,176)	(\$12,635,068)
Remaining Fund Balance		\$18,295,829	\$21,836,016	\$10,401,270	(\$3,729,176)	(\$12,635,068)