

AGREEMENT
BETWEEN
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

AND

WEST CONTRA COSTA ADMINISTRATORS ASSOCIATION

July 1, 2015 - June 30, 2018

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ARTICLE 1

AGREEMENT

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

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

1.2 This Agreement, including all side letters, fully incorporates the understandings of the parties on all matters over which the parties have bargained. It supersedes all previous agreements and prior practices insofar as they relate to the provisions of this Agreement.

1.3 Neither party shall be required to bargain over any provision of this Agreement during its duration, except by mutual consent.

1.4 If the Agreement expires prior to agreement on a new contract, then the Agreement will continue in effect until a new agreement is reached or the negotiation process is exhausted.

ARTICLE 2

RECOGNITION

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

Administrator Bilingual/ELD Services
Administrator Middle College High School Alternative Education Project
Administrator Special Education
Administrator Special Education (A)
Administrator Student Welfare and Attendance
Alternative Education Principal
Assistant Director
Assistant Principals
Assistant Principal Alternative Education
Assistant Principal Linked Learning
Coordinator
Coordinator Adm. Middle College
Coordinator Alternative Education
Coordinator Bilingual/ELD Services
Coordinator Compliance
Coordinator Consolidated Programs
Coordinator Curriculum
Coordinator, ELD
Coordinator, English Language Learners
Coordinator, English Learner Support Services
Coordinator GATE
Coordinator Health Education
Coordinator Industrial Partnerships
Coordinator Magnet Schools Curriculum Staff Development
Coordinator Necessary Small School
Coordinator Non-Public Schools and State Preschool
Coordinator of Educational Services Programs
Coordinator of State and Federal Programs
Coordinator, Professional Development
Coordinator Research & Evaluation
Coordinator ROP
Coordinator Special Education
Coordinator of Special Education-Educationally Related Mental Health Services (ERMHS)
Coordinator Special Projects
Coordinator Student Support Services
Coordinator Summer School
Coordinator University Partnerships
Coordinator Vocational Education
DATE Coordinator
Dean Secondary
504 Intervention Specialist
K-12 Instructional Specialist-Elementary
K-12 Instructional Specialist-Middle
K-12 Instructional Specialist-High
Principal Adult Education
Principal Alternative Education
Principal Elementary
Principal K-8

Principal Junior/Middle High
Principal Senior High
Project Administrator
Student Support Services Administrator
TLC Principal
Vice Principal Adult Education-Evening
Vice Principal Adult Education-Day
Vice Principal Elementary
Vice Principal Secondary
Extended Learning Elementary Principal
Extended Learning Elementary Vice Principal
Extended Learning Middle School Principal
Extended Learning Middle School Vice Principal
Extended Learning High School Principal
Extended Learning High School Assistant Principal
Extended Learning Principal – Special Ed

- 2.2 WCCAA, in return, recognizes the Board of Education as the duly elected representative of the people and agrees to negotiate exclusively with the Board through its designated District representatives under the provisions of the Educational Employment Relations Act. WCCAA further agrees that it, its unit members and agents shall not attempt to negotiate privately or individually with any Board Member or District manager.
- 2.3 The parties understand and agree that some individuals in positions listed within the negotiation unit may from time to time agree to participate as members of the District negotiating team in negotiations with other bargaining units. The unit members that participate will do so with the mutual agreement of the District and WCCAA. It is agreed that during such times, these individuals are considered confidential employees of the District, but their employment conditions will still be governed by this Agreement.
- 2.4 New classifications created shall be subject to negotiations between the District and WCCAA to determine if they are to be included in the bargaining unit. The parties may mutually agree to place a classification in the unit. Disputed cases shall be submitted to the PERB by either party and shall not be subjected to the grievance procedures contained in this Agreement.
- 2.5 The following procedures apply when creating new positions that the parties agree fall within the bargaining unit.
- 2.5.1 Either the District or West Contra Costa Administrators Association (“WCCAA”) may initiate a meeting to explain the issue or problem relating to a new position.
- 2.5.2 The parties will also meet and confer on request over the creation of the new position and need to place a person in an “acting” or “interim” assignment.
- 2.5.3 The District may then advertise and fill the position. Placement in an “acting” assignment may occur either immediately on creating the position or after a period of time (e.g., if recruiting is unsuccessful).

- 2.5.4 All positions hired as interim will be posted and go through the hiring process as outlined in Article Eleven (11).
- 2.5.5 If any issues within the scope of negotiations are unresolved, then the parties shall negotiate on these issues upon request.
- 2.5.6 If the District proposes to make changes to the job duties assigned to or expected of existing positions or classification, or proposes to transfer work from one bargaining unit to another or to a management position, the district shall first provide notice to the Association and provide an opportunity to bargain over the changes involved and the appropriate adjustment to the rate of pay.
- 2.5.7 The above procedures do not affect the District's right to make reassignments or transfers of unit members by law (e.g. the right to transfer to the classroom or other position).

ARTICLE 3

SALARY

- 3.1 The parties agree to the attached salary schedule, shown in Appendix A, which will include stipends amounts for Extended Learning (Summer School) Administrators.
- 3.2 Y-Rating is defined as maintaining the same salary before a demotion occurs.

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

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

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

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

3.3 Salary Schedule

3.3.1 Definitions

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

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

For 2016-2017 the base market rate pay for elementary principal shall be a daily rate of \$508.84.

3.3.3 Each person's initial placement is at 85%, 90%, 95% or 100% of full position pay.

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

3.3.5 The index values shall be as follows:

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

3.3.6 Salary Schedule Provisions

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

3.3.7 Placement on the Salary Schedule

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

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

3.3.9 Increments

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

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

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

The performance component shall be as follows:

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

Evaluation aligned with Individual Goals and Learning Goals.

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

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

- 3.4.3 The total for performance pay for the unit shall be 3% which will be added to the base pay of those receiving performance pay.
- 3.4.4 The parties agree there will be an appeal process regarding the establishing of goals and final performance pay evaluation.
- 3.4.5 Upon request of employee, support will be made available when the employee is having difficulty achieving his or her goals.
- 3.4.6 Contingent on available funds, administrators will participate in the Performance Pay Evaluation process annually.
- 3.5 The District will make the 12-pay deferred compensation option available to bargaining unit members.

ARTICLE 4

MANAGEMENT RIGHTS

- 4.1 Recognizing that the Board of Education is the elected body charged with conducting the affairs of the District, all rights which ordinarily vest in and have been exercised by the District shall continue to vest exclusively in and be exercised by the District unless otherwise agreed to. Such rights shall include, by way of example but not limitation, the right to:
 - 4.1.1 Management and Control of the District. Manage and control the District, its facilities and operations as well as to direct the working forces of the District.
 - 4.1.2 Managing the Work & Work Force. Within existing law, direct the working forces, including the right to select, hire, lay off, promote, discipline, suspend, dismiss, transfer, assign work or extra duties, and determine the size of the work force.
 - 4.1.3 Determining Service, Supplies, Methods and Operation. Determine the services, supplies, and equipment necessary to conduct the operation of the District and to determine the methods, schedules, and standards of operation essential to all District programs.
 - 4.1.4 Rules and Regulations. Adopt and enforce District rules and regulations so long as they do not conflict with this agreement.

ARTICLE 5

ORGANIZATIONAL SECURITY

- 5.1 Every employee in the bargaining unit shall, as a condition of employment, be responsible for payment of dues or agency fees to WCCAA and may authorize the District to remit said dues or agency fees to WCCAA. WCCAA shall have the sole and exclusive right to have membership dues, agency fees and initiation fees deducted for all employees in the bargaining unit by the District.
- 5.2 The District shall, in accordance with applicable laws, deduct and make appropriate remittances for dues/agency fees and initiation fees. The District shall deduct the initiation fees and dues/agency fees in accordance with the amount listed by WCCAA or as changed when notified in writing signed by the President and Secretary.
- 5.3 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing up to fifteen (15) days or more after such submission.
- 5.4 WCCAA shall provide the unit members with adequate and necessary data on any dues increase at a time sufficiently prior to an effective date of any increase in order to provide the unit members with the opportunity to revoke any authorization.
- 5.5 WCCAA and the District hereby agree as follows:
- 5.5.1 WCCAA agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement (or their implementation).
- 5.5.2 WCCAA shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Section 5.5.1 shall or shall not be compromised, resisted, defended, tried or appealed.
- 5.6 Religious Objection. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the WCCAA, as a condition of employment, except that such employee shall pay, in lieu of dues or agency fees, sums equal to such dues or agency fees to one of the following nonreligious, non-labor organization and charitable funds exempt from taxation under Section 501(c) of Title 26 of the Internal Revenue Code:
- (1) American Heart Association
 - (2) American Red Cross
 - (3) United Way

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

- 5.6.1 **Proof of Payment.** Proof of payment pursuant to Section 5.6 above, shall be made on an annual basis to the District as a condition of continued employment. Such proof shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. WCCAA shall have the right of inspection in order to review said proof of payment.
- 5.6.2 **Religious Objectors Use of Grievance Procedure.** Any employee making payments as set forth in this section, and who requests that the grievance or arbitration provisions of this Agreement be used in their behalf, shall be responsible for paying reasonable cost of using said grievance or arbitration procedures.
- 5.7 The District acknowledges that WCCAA has notified the District of its intent to implement the new state legislation on agency fee. The parties will comply with legislative and PERB requirements regarding notification and collection of the agency fee.

ARTICLE 6

GRIEVANCE PROCEDURE

6.1 Definitions:

- 6.1.1 A "grievance" is a formal written allegation by a grievant that he/she or the Association has been adversely affected by a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Governing Board or by the administrative regulations and procedures of the District are not within the scope of this procedure.
- 6.1.2 A "grievant" is a member of the Unit covered by this Agreement or the Association on behalf of the unit member, who files a grievance, or the WCCAA in the case of violations of WCCAA rights.
- 6.1.3 A "day" is any day in which the administrative offices of the District are open for business.
- 6.1.4 The "immediate manager" is the lowest level administrator having immediate jurisdiction over the grievance and/or issue who has been designated to adjust grievances. This will normally be the grievant's immediate supervisor.

6.2 Informal Level:

Before filing a written grievance, the grievant shall attempt to resolve the matter by an informal conference with his/her immediate manager/supervisor.

6.3 Formal Level:

6.3.1 Level I

- (a) Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance or fifteen (15) days after the date the grievant should have reasonably known of the act or omission, the grievant must present his/her grievance on the appropriate form to his/her immediate manager.
- (b) This statement shall be a clear, concise statement of the grievance, the circumstances involved, the contract article and section violated, the decision, if any, rendered at the informal conference, and the specific remedy sought.
- (c) The immediate manager shall communicate his/her decision to the Unit member in writing within ten (10) days after receiving the grievance. If the immediate manager does not respond within the time limits, the grievant may appeal to the next level.

6.3.2 Level II

- (a) If the grievant is not satisfied with the decision at Level I, he/she may within ten (10) days appeal the decision on the appropriate form to the Superintendent or designee. The Statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.
- (b) The Superintendent or designee shall communicate his/her decision to the grievant within ten (10) days. If the Superintendent or designee does not respond within the time limits provided, the grievant may appeal to the next level.

6.3.3 Level III

- (a) Within ten (10) days of the Level II decision, the Association may notify the Superintendent/designee that it will move the grievance to binding arbitration. If mediation is used to attempt to resolve the grievance, either the Association or the District may within ten (10) days, notify the other party that it is proceeding to arbitration.
- (b) The parties shall select a mutually acceptable Arbitrator or shall submit the grievance to the California State Conciliation Service with a request that a list of arbitrators be submitted. Selection of the Arbitrator shall be by alternate striking or names from the list. Parties shall meet yearly and create an agreed upon list of arbitrators from which to draw.
- (c) The Arbitrator shall have no power to add to, delete, disregard, modify or amend the terms of the Agreement. The cost of the Arbitrator shall be shared equally by the parties.

6.4 Miscellaneous

- 6.4.1 The time limits set forth in this Article may be extended by mutual consent.
- 6.4.2 The grievant shall have the right to process his/her grievance with representation by the WCCAA and also shall have the right to process his/her own grievance without the intervention of the WCCAA, but only WCCAA has the right to submit matters to arbitration.
- 6.4.3 The grievant and one WCCAA representative will be released from duty for any meetings scheduled under this procedure which conflicts with duty time.
- 6.4.4 The WCCAA may file a grievance on behalf of more than one unit member by filing it with the Assistant Superintendent, Human Resources, after the informal level, Section 6.2, is completed.

ARTICLE 7 PROHIBITED ACTIVITIES

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

ARTICLE 8

LEAVES

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

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

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

- 8.1.1 Unused sick leave shall accrue from school year to school year.
- 8.1.2 Extended personal illness leave may require a physician's statement.
- 8.2 Bereavement Leave. Unit members shall be entitled to five (5) days paid leave of absence or seven (7) days if travel in excess of 400 miles is required on account of death of any member of his/her immediate family. This leave shall not be deducted from sick leave.
- 8.2.1 Immediate family is defined as the parent, grandparent, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister or any relative living in the immediate household of the unit member.
- 8.3 Court Summons--Jury Duty.
- 8.3.1 Unit members who are subpoenaed to appear in court as witnesses in other than their own personal cases shall be allowed full salaries minus fees during their required absence from duty. Employees who are absent for court appearances involving their own interests, or in cases in which they are plaintiff or defendant, shall be entitled to use personal necessity leave. In all cases, summons or proof of required presence in court must be presented to the Human Resources Department.
- 8.3.2 When unit members are appearing as co-defendants or as co-plaintiffs with the West Contra Costa Unified School District in cases involving themselves and the District, their salaries shall continue as though they were meeting their assignments.
- 8.3.3 Unit members serving on jury duty may do so with full salary.
- 8.4 Extended Illness Leave. When a unit member has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, the unit member will be entitled to a fixed total amount of \$100.00 per day, up to five (5) school months as extended illness leave. The five (5) months or less period during which the above deductions occur shall not begin until all other paid sick leave provisions have been exhausted. A unit member is entitled to this leave only once per illness or accident, per year.

- 8.5 Extended Personal Leave. Upon request of the unit member, the District may grant an unpaid leave for one (1) year. Additional unpaid leave may be granted by mutual agreement.
- 8.6 Personal Leave for Illness in Family. A unit member shall be granted two (2) days emergency absence per year from service without loss of pay for the following reasons: Sudden or unexpected illness or injury of a member of the immediate family, or necessary surgery on a member of the immediate family. This will not reduce the unit member's sick leave.
- 8.7 Health Leave.
- 8.7.1 A unit member classified as a permanent employee may be granted an extended leave of absence without pay for reasons of health, recuperation or injury. Extended leave may be granted for a semester or one-year period to correspond as nearly as possible with the schedule for the school year.
- 8.7.2 Upon request, the unit member shall provide a health affidavit from a licensed physician to verify the need for the requested health leave.
- 8.7.3 Prior to the granting of a health leave, the District may require a physical examination by a physician selected by the District. Such examination shall be at no cost to the employee.
- 8.8 Industrial Accident or Illness Leave. Pursuant to the provisions of Education Code sections 44984 and 45192, unit members shall be provided leave of absence for industrial accident or illness under the following rules and regulations:
- 8.8.1 The accident or illness must have arisen out of and in the course of the employment of the unit member, and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Insurance Fund.
- 8.8.2 Allowable leave shall be for sixty (60) days during which the schools of the District are required to be in session, or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident.
- 8.8.3 Allowable leave shall not be accumulated from year to year.
- 8.8.4 The leave under these rules and regulations shall commence on the first day of absence.
- 8.8.5 When a unit member is absent from his/her duties because of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs which, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.

- 8.8.6 Paid industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award.
- 8.8.7 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 8.8.8 During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received for his/her industrial accident or illness. The District, in turn, shall issue the unit member's salary and shall deduct normal retirement and other authorized contributions.
- 8.8.9 The benefits provided by these rules and regulations shall be applicable to all unit members immediately upon becoming a unit member of the Association.
- 8.8.10 A unit member receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- 8.8.11 The District shall post in each school building information about the basic procedures to be followed in cases of on-the-job and in-course-of-employment illness or injury. Such notices are available from the Workers' Compensation Insurance Fund.
- 8.9 Isolation and Quarantine. No salary or sick leave deduction is made for absence due to a contagious disease for which isolation or quarantine is usually mandated, and which may be presumed to have been contracted during the performance of school duties with other persons having the contagious disease for the normal period of isolation or quarantine.
- 8.10 Legislative Leave. Legislative leave shall be granted pursuant to the Education Code.
- 8.11 Pregnancy Disability Leave
 - 8.11.1 Intent: To make contract language consistent with federal and state laws governing medical and pregnancy leave laws. Any changes in the law shall supersede the leave language in this contract.
 - 8.11.2 The length of disability leave of absence due to pregnancy, miscarriage, childbirth, and recovery therefrom, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician. The physician's signature verifying commencement and cessation of disability will be required on a District form.
 - 8.11.3 Unit members may take up to four months per pregnancy of unpaid leave while disabled by pregnancy, childbirth or related medical condition.

- 8.11.4 Unit members who qualify for this leave must exhaust all paid leaves including sick leave and differential pay under Section 8.4 above
- 8.11.5 Unit members will be entitled to health benefits in the same manner as if working during this period.
- 8.11.6 This leave is available to unit members immediately if disabled due to pregnancy, childbirth or related medical condition
- 8.11.7 The District shall not discriminate against a unit member because of pregnancy.
- 8.11.8 This leave will run concurrently with all applicable federal and state family medical leaves statutes

8.12 Medical and Family Leaves

8.12.1 Unit member's Own Serious Medical Condition Leave:

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

- (f) This leave will run concurrently with all applicable federal and state family medical leaves statutes.

8.12.2 Family Care Leave

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

8.12.3 Child Care Leave

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

- (b) Unit members may take up to 12 work weeks of unpaid family care in any 12-month period, which shall be counted backward from the date family leave is taken to care for a newborn child or placement of a child for adoption or foster care. Unit members may use any accrued sick leave as compensation but may not use differential/extended illness leave to cover the absence.
- (c) Unit members will be entitled to health benefits in the same manner as if working.
- (d) To qualify for this leave, the unit member must have:
 - a. Been employed with the District for at least 12 months;
 - b. Actually worked 1250 hours during the 12 month period immediately prior to commencement of the leave;
 - c. A newly born, adopted or foster child placement;
 - d. Provided notice to their immediate supervisor and Human Resources at least 30 days in advance, if such leave is foreseeable; and
 - e. Provided Human Resources with a WCCUSD Parental Leave Verification.
- (e) Such leave must be taken within one year of the birth, adoption or foster child placement.
- (f) This leave will run concurrently with all applicable federal and state family medical leaves statutes.
- (g) Non-birthing Parental Leave:– one (1) day with pay shall be granted and in addition, he or she may utilize personal necessity leave.
- (h) A parent shall not have to be married in order to qualify for the benefits provided in this section.

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

8.14 Military Leave. Such leave shall be granted pursuant to provisions of the Education Code the federal and state statutes governing military leave.

8.15 Personal Necessity Leave.

8.15.1 A maximum of seven (7) days of accumulated sickness or injury leave in any school year may be used by the unit member, at his/her election, in cases of

personal necessity. In the event a unit member is without accumulated sick leave, the District shall deduct from the employee's salary the cost of providing a substitute.

8.15.2 Absence for personal necessity is defined as "absence which through pressure of circumstance is logically urgent or unavoidable." Written substantiating evidence in the form of court summons, court clerk's certificate, doctor's certificate, or unit member's affidavit must be submitted to the Assistant Superintendent, Human Resources or designee, in all cases of personal necessity leave. Such absence, unless properly substantiated, will result in full salary deduction.

8.16 Professional Leave. The following regulations shall govern the attendance of a unit member at professional meetings and conferences:

8.16.1 A request for leave shall be submitted to the department/division head and the Assistant Superintendent, Human Resources for approval.

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

8.16.3 Unit members other than those authorized to represent the District may be allowed to attend recognized educational conferences held by organizations whose sole purpose is educational, with no loss of salary and without allowance for expenses.

8.17 Association Leave.

8.17.1 Elected or appointed officers or delegates of WCCAA may be permitted to be absent from duty at no salary deduction for purposes of representing their organization at regional, state and national meetings. A total of five (5) days per school year shall be allocated to WCCAA for this purpose. The District shall pay the costs of substitutes replacing employees on such leave. Individual employees shall be limited to a maximum of three (3) days of such leave per school year.

8.17.2 A reasonable number of WCCAA unit members shall receive reasonable periods of release time without loss of pay for purposes of negotiations and the processing of grievances, including participating in PERB hearings.

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

8.19 Catastrophic Leave Program

1. Definitions

- a. Employee: A person who works for WCCUSD in either a part-time or full-time capacity and accrues sick leave.

- b. Participant: An employee who contributes to the Catastrophic Leave Bank.
 - c. Applicant: A participant who wishes to access the Catastrophic Leave Bank.
2. Creation and Purpose
- a. The District, Local 1, SSA Local 21, UTR, WCCAA and the unrepresented employees agree to create a Catastrophic Leave Bank effective July 1, 2015.
 - b. Catastrophic Leave will permit all employees of the District to donate day(s) to a Bank, which shall be administered under the terms and conditions of this article.
 - c. A catastrophic illness or injury is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family whose incapacitation requires the employee to take time off from work for an extended period of time to care for that family member and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all his/her sick leave. A doctor's verification is required.
 - d. An employee's family is defined as spouse, child, stepchild, domestic partner or parent of the employee. Leave requested to care for a person with a catastrophic illness for whom the employee has legal guardianship, will be considered for approval by the Catastrophic Leave Committee.
 - e. Days in the Bank shall accumulate in the Bank from year to year.
 - f. The Bank shall be administered by a Joint Committee (Committee) of the Assistant Superintendent of Human Resources or his/her designee, two members each appointed by Local 1, SSA Local 21, UTR, WCCAA, and two members appointed by the District on behalf of the non-represented employees.
3. Eligibility and Contributions
- a. All employees of the District are eligible to contribute to the Bank.
 - b. Participation is voluntary but requires contributions to the Bank. Only contributors will be permitted to withdraw from the Bank.
 - c. Employees hired between September 1 and January 15 are eligible for enrollment from January 1-January 15. Employees hired between Jan. 16 and August 31 are eligible for enrollment from July 1-August 31.
 - d. Current employees are only eligible for enrollment from July 1-August 31.
 - e. The contribution, on the appropriate form, must be authorized by the unit member.
 - f. Members wishing to cancel must notify the Human Resources Department in writing by July 1. Sick leave contributed to the Bank shall not be returned. Forms

for cancelling contributions to the leave bank shall be sent out no later than May 15 of the preceding school year.

- g. Employees wishing to participate in the Bank shall make an initial contribution of one day the first year of participation. Part-time employees shall have their contributions prorated. Continued membership requires a yearly donation of one day per year unless the Bank maximum is reached.
 - h. If the bank is getting low on days, the Committee may require that bank members contribute one additional day.
 - i. Employees who elect not to join the Bank must wait until the beginning of the next school year to join the Bank. The beginning of the next school year is defined as July 1.
4. Application for Withdrawal from the Bank
- a. Application shall be made when it becomes apparent that Catastrophic Leave may be needed.
 - b. Participants must use all accrued sick leave available to them before becoming eligible to withdraw from the Bank.
 - c. Family members (as defined in 1.d) and legal guardians may apply for catastrophic leave on behalf of the unit member.
 - d. Leave is granted for thirty (30) days at a time. Continuation of leave requires another doctor verification and reevaluation by the Committee. A participant's total withdrawal from the Bank per catastrophic illness or injury may not exceed the participant's actual contractual year as defined by his or her bargaining unit contract. When requesting leave to care for a parent, a maximum of ten (10) days will be granted.
 - e. If the unit member is receiving Workers' Compensation or Disability Insurance, no leave will be granted until compensation is exhausted.
 - f. If no leave days are available in the Bank, the District has no obligation to provide leave.
5. Administration of the Bank
- a. The Committee maintains records of employees participating, receives requests, verifies validity, approves, and communicates actions to members and to the District.
 - b. Decisions will be final and made in writing to the applicant within ten (10) working days of the application to the Committee.
 - c. All requests and actions by the Committee will be confidential.

- d. The District will keep records and notify the Committee monthly of new members and days remaining in the Bank.
- e. If the Catastrophic Leave Program is discontinued, the Committee will continue to administer Catastrophic Leave days until the days in the Bank are exhausted.
- f. In order to protect someone from being charged an extra day when not necessary, the Committee shall set the maximum number of days in the bank after the first year of experience. If the number of days accumulated exceeds the maximum number of days, no contributions will be assessed except for new members wishing to join the bank.

ARTICLE 9

EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law.

ARTICLE 10

SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE 11

FILLING BARGAINING UNIT VACANCIES

- 11.1 All vacant positions will be posted on the district electronic application system (currently Ed-Join).
 - 11.1.1 The District shall provide for an Administrator Transfer Survey for employees to indicate preferences for transfer prior to April 30 of each year.
- 11.2 Process for applying for positions when staff has received re-assignment letters, seeking voluntary re-assignment, or is being involuntarily transferred is as follows:
 - 11.2.1 If position is a lateral position (e.g. IS to IS or Coordinator to Coordinator), employee may:

- (a) Send email of letter of interest to the Human Resources Certificated Director and be placed on eligibility list.
- (b) Request the option of participation in first round interview; opportunity to interview will be provided.
- (c) Second round interviews are not guaranteed.

11.2.2 If a position is a demotion and employee has never held that position (e.g. Coordinator to Elementary Principal), employee must:

- (a) Submit resume, letters of recommendation, other required supporting documentation.
- (b) Participate in the first round interview.

11.2.3 If a position is a demotion and the employee has previously held the position, employee will:

- (a) Send a letter of interest to Human Resources.
- (b) The employee will be placed in the applicant pool for consideration.

11.2.4 If position is a promotion, employee must:

- (a) Submit resume, letters of recommendation, other required supporting documentation.
- (b) Participate in first round interview.

11.2.5 If an administrator is interested in a position which he/she has never held or the position is a promotion (higher salary range), the employee must

- (a) Send a letter to Human Resources stating his/her interest in the position.
- (b) Apply for the position and go through the established process.

11.3 The District will not appoint for promotional WCCAA positions.

11.4 If appointment is not made by District, the position will be posted for applicants.

11.5 If staff is appointed on interim basis, employee must go through interview process to become permanent.

ARTICLE 12

BENEFITS

12.1 Medical Benefits

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

12.2 Dental Benefits

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

12.3 Vision

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

12.4 Cash in Lieu

Effective January 1, 2013 and for each year thereafter, increase the cash-in-lieu amount to \$350.00 per month.

12.5 Retiree Health Benefits

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

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

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

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

- (b) Employees who attain ten continuous years of service with WCCUSD (as defined by PERS/STRS) shall have met the required years of service to the District for the purposes of this section. The maximum district contribution towards benefits for employees in this category shall be \$450.00 per month. The effective date of this section will be July 1, 2010.
- (c) For Employees who have attained twenty years of continuous years of service with WCCUSD (as defined by PERS/STRS) by 6/30/10, the District shall pay a maximum contribution of \$550.00 per month. The effective date of this section will be July 1, 2010.
- (d) For Employees who have attained twenty five years of continuous years of service with WCCUSD (as defined by PERS/STRS) by 06/30/10, the District shall pay a maximum contribution of \$750.00 per month. The effective date of this section will be July 1, 2010.

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

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

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

12.6 Employee Personal Property

12.6.1 General Provisions. The Governing Board of the District will provide for the payment of the costs of replacing or repairing the job-required personal effects of an employee which are damaged in the line of duty without fault of the employee.

Such items are eyeglasses, hearing aids, dentures, watches, jewelry, or articles of clothing. If the items are damaged beyond repair, the actual value of such items shall be paid. The value of such items shall be determined as the cost of the damage thereto.

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

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

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

ARTICLE 13

PROFESSIONAL DEVELOPMENT

13.1 A Professional Development Fund will be created. A joint committee will review requests and set up the structure. This joint committee will consist of 2 persons from the District and 2 persons from WCCAA. The District will pay \$13,000 to the Professional Development Fund annually.

ARTICLE 14

HARASSMENT POLICY

14.1 Parties agreed to adopt harassment language that defines harassment and expresses the intolerance, by the Board, of defined behavior. The language is as follows:

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

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

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

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

ARTICLE 15 EVALUATION

- 15.1 Pursuant to state law, the District will conduct a Stull evaluation of each employee. The most recent evaluation will be used for years wherein an administrator is not evaluated.
- 15.2 The agreed upon timeline will be adhered to. (see Appendix B)
- 15.3 In October, an orientation will be held for ALL administrators – evaluator and evaluatees.
- 15.4 The Stull evaluation will be completed every other year except for:
- 15.4.1 Administrators new to the district will be evaluated each of their first two (2) years in the district.
 - 15.4.2 Internal administrators receiving a new classification will be evaluated in the first year of their new position.
 - 15.4.3 Administrators receiving a 2.9 or lower overall rating on their current evaluation will be evaluated in the subsequent year.
- 15.5 Administrators will be evaluated on three (3) of the six (6) Administrative Evaluation Standard Guidelines (see Appendix C “Administrative Evaluation Standards Guidelines”). An area of focus is chosen for each of the three standards. The three standards will be determined as follows:
- 15.5.1 Standard 2: Student Achievement is required for all Administrators)
 - 15.5.2 Administrative evaluatee chooses one other standard (1, 3, 4, 5, 6)
 - 15.5.3 Evaluator chooses a third standard which is different from the first two selected.
- 15.6 At the initial conference no later than November 9, or the Friday before November 9, if it falls on a weekend, the administrative evaluatee and evaluator agree on data which will be required to support evidence of the evaluatee's performance. Further discussions of required data may be held during each of the check-in visits.
- 15.7 Administrator and Evaluator must initial and date the “Educational Leaders Evaluation Observation Tool” Form (see Appendix D) indicating agreement of the selected standards during the first meeting. Each is to maintain a copy.

- 15.8 The Evaluator will use the Evaluation Observation Tool for documenting observations, weaknesses, suggestions, and support offered by the evaluator. This form must be completed (one for each standard) and signed by both parties at each of the check-in meetings. Copies of the signed Evaluation Observation Tool are provided to both the evaluatee and evaluator.
- 15.8.1 The first check-in is held in December.
- 15.8.2 The second check-in is held in February.
- 15.8.3 Should it be necessary, a third check-in is held in May.
- 15.9 Between February and May an Assistance Plan (see Appendix E “Improvement Assistance Plan”) will be developed and implemented for administrators who potentially would receive an unsatisfactory summary evaluation.
- 15.10 In May a third check-in visit is mandatory for potential unsatisfactory administrators. A third Evaluation Observation Tool is completed and signed by both parties.
- 15.11 On the Administrative Summary Evaluation Form (Appendix F), each standard/area of focus will receive a score according to the following guide:

4*	Exceeds performance expectations	3	Meets performance expectations
2*	Marginal performance (areas need improvement)	1*	Unsatisfactory performance

A score of 4, 2, or 1 requires written comments.

- 15.12 The overall evaluation score will be determined by averaging the score of the three standards. The overall evaluation score will be used to determine whether or not follow up evaluations are needed according to the following guideline:

4	Evaluation exceeds performance standards
3.0 – 3.9	Evaluation meets performance standards
2.0 – 2.9	Marginal Performance Yearly Evaluation required
1.0 – 1.9	Unsatisfactory performance Re-evaluation required

- 15.13 No later than June 6, or the Friday before June 6 if it falls on a weekend, the final evaluation summary and meeting is held between evaluatee and evaluator. An Administrative Summary Evaluation Form is presented and signed by both parties.
- 15.14 The only forms that should be used are the forms in Appendix B-F
- 15.15 Evaluatees have seven (7) school days from the date of the Administrative Summary Evaluation to submit comments in writing.

- 15.16 Evaluatees who wish to appeal their evaluation have seven school days from the date of the Administrative Summary Evaluation to submit the appeal. The evaluatee signs the bottom of the Summary Evaluation Form and submits this to the Assistant Superintendent of Human Resources, who will route the appeal to the Evaluation Appeals Committee. The composition of the Appeal Committee shall consist of two union representatives and two district representatives.

ARTICLE 16

INCREASED/REDUCED WORK YEAR

If the District proposes to increase or reduce the work year, it shall notify the Association of its proposal and provide the opportunity to meet and confer.

ARTICLE 17

JOB SHARING/ REDUCED CONTRACTS

- 17.1 Definition – a job share assignment is when two site level administrators, current or retired, share one position.
- 17.2 Job share requirements: The following requirements must be met to apply for a job share:
- 17.2.1 Bargaining Unit member must be an administrator at a school for at least five (5) years.
 - 17.2.2 Requests for shared contracts must be received by March 1 at 4:30 p.m., or the Friday before March 1 when March 1 is a Saturday or Sunday. Responses will be provided prior to May 1.
 - 17.2.3 Last evaluation must be satisfactory.
 - 17.2.4 Will be reviewed on a case by case basis.
- 17.3 Job Shares will be for one year only. The unit member may apply for a job sharing for another year upon meeting the requirements outlined in number 17.2.
- 17.4 The job share cannot be greater than 80/20 percent split.
- 17.4.1 The person working the smaller percentage of the contract must be a current, new, or retired administrator.
- 17.5 The unit member working the majority percentage of the contract will return to 1.0 full time equivalent (FTE) the year following the job share.

- 17.6 Job Share participants will be on the appropriate salary schedule. Each job share unit member will receive pro-rated salary and benefits that correspond to the assignment FTE equivalent.
- 17.7 Non-site personnel are eligible for reduced contracts. The request for reduced contracts must follow the same contractual deadlines of job shares and meet the same criteria to qualify as site level administrators.

ARTICLE 18

RECLASSIFICATION

- 18.1 Any member of the unit may request a job audit when the unit member believes that, as a result of a gradual increase in the scope of or range of duties, the position may warrant a reclassification.
- 18.2 The request for an audit must be submitted in writing, through WCCAA with copies to the unit member's supervisor, manager, or department head and to Human Resources.
- 18.3 Such requests shall be made on a mutually approved form and submitted to Human Resources between the dates of November 15 and January 31.
- 18.4 Prior to March 15, Human resources shall notify WCCAA of reclassification findings.
- 18.5 Human resources shall respond in writing to all reclassification requests prior to March 31 of the current school year and shall notify the employee and WCCAA in writing of the recommendations as a result of the job audit.
- 18.6 Prior to May 1, if the employee involved in the reclassification disagrees with the results, he or she may meet with Human Resources and WCCAA to review the findings.
- 18.7 Any recommendation for job description modifications or salary range placement shall be subject to negotiations with WCCAA. Any approved reclassification request will be implemented no later than July 1 of each year.

ARTICLE 19

NON-DISCRIMINATION

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

ARTICLE 20

DISCIPLINE

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

The following procedures when applicable shall be followed:

- 20.2 Pre-discipline: Define the issue.
- a. Identify Issue/Problem
 - b. Basis/Examples (Give dates and/or timeframe.)
 - c. Impact/EFFECT (How does this affect the site?)
- 20.3 Pre-Discipline: Review the contractual issue to insure the item is defined properly. If needed seek guidance from Human Resources.
- 20.4 Process: For steps a-c, if handled at the site level the process should be handled between 5-10 days. If handled at the Human Resource level the process should take between 5-15 days.
- 20.4.1 Determine the desired outcome.
 - 20.4.2 Communicate the need for a meeting to the employee. Advise that it may be disciplinary in nature and he or she may want to bring union representation.
 - 20.4.3 Parties jointly schedule the disciplinary meeting in a timely manner except in cases where the employee declines representation. In this case, the meeting will be scheduled directly with the employee. Recommended time frame with or without union representation is 5 days with no longer than 10.
- 20.5 Follow progressive discipline in the meeting.
- 20.5.1 Verbal discussion followed by a written summary from the manager memorializing the discussion and key points. This summary is not placed in the employee's personnel file at this time.
 - 20.5.2 If there is a second occurrence, it is put in writing. Meet with the person again. Both sign it and it goes into personnel file.
 - 20.5.3 After the second occurrence, if, for 24 months there is no other occurrence, the documentation can be requested to be removed from the file.

- 20.5.4 If there is a third occurrence, meet with HR again and determine next steps.
- 20.6 Try to reach resolution.
- 20.6.1 What needs to change? (Be specific!)
- 20.6.2 Get Employee Input (What does the employee suggest s/he could do to change?)
- 20.6.3 Give employees specific ways to resolve the concern.

ARTICLE 21

SAFETY

- 21.1 Yearly safety training shall be provided to WCCAA administrators and will include:
- Personal safety
 - Campus security including a process and documentation for expulsion
 - Resources available in the event an incident occurs.
- 21.2 The District follows laws in notifying sites and administrators regarding students with a history of violence.

ARTICLE 22

WORK DAYS/YEARS

- 22.1 Equivalent of five (5) exchange days for work performed off schedule may be requested and mutually agreed upon by unit member and supervisor. Unit member shall fill out and submit Request to Exchange Contract Days Form (Appendix G)
- 22.2 Unit members who are required to work beyond their contractual days will be compensated at their per diem rate.

ARTICLE 23
END OF YEAR RELEASE/REASSIGNMENT OF CERTIFICATED
ADMINISTRATORS

- 23.1 Prior to any District-initiated reassignment requiring a March 15 notice, the Executive Director or other appropriate manager will meet with the affected unit member to discuss the possible action. Whenever possible the Executive Director or other appropriate manager will meet as early as possible to outline areas of concern and instructions for corrective action (see form, "Notice of Performance Concerns" Appendix H). The Notice of Performance Concern shall not be placed in the employee's personnel file. In an optimum situation the Executive Director or appropriate manager will hold this meeting prior to the school year beginning. After receiving a March 15 notice, the unit member will have a right to request a meeting with the appropriate supervisor and union representation.
- 23.2 By March 15, an employee shall be notified by either registered mail or in person that he/she may be released or reassigned from his/her position for the following school year. If the notice is presented to the employee in person, the district shall obtain his/her signature acknowledging receipt of the notice on the district's copy of the written notice.
- 23.3 If the district's March 15 notice indicates that the release/reassignment is only a possibility, but the district does not send another notice indicating definite release/reassignment by the end of the school year, the employee will remain in the current assignment.
- 23.4 If the March 15 notice indicates that release or reassignment is only a possibility, the Governing Board shall take additional action to release/reassign the employee before the new school year and shall send the employee a second notice by June 30 indicating that he/she has been released or reassigned. The District will make reasonable efforts to reach a final decision on proposed reassignments by the first Board meeting in April.
- 23.5 The District, if in the best interest of the District, may transfer an administrator to the same position at another site. These transfers if at all possible will be completed prior to July 31, of each year. If done after July 31, the union will receive written reasons why the transfer was made by the District.
- 23.6 In the event of a transfer/reassignment, the District and unit member (with representation if requested) will work together to develop a transition plan.
- 23.7 If the employee is to be released or reassigned to a teaching position, the Board shall give the employee, upon his/her request, a written statement of the reasons for the release/reassignment. If the reasons include incompetence as an administrator or supervisor, the district shall have completed an evaluation of the employee within the 60-day period immediately preceding the notice date.

23.8 Non-Tenured Administrator

If an administrator is a certificated probationary employee, and the Board determines to not reemploy him/her for the following year, then the district must send a notice of non-re-election pursuant to Education Code 44929.21; see AR 4117.6 - Decision to Not Rehire

ARTICLE 24

LAYOFF PROCEDURE

Prior to receiving a lay-off notice any current unit member in good standing will be given every opportunity to be reassigned to a comparable or open position prior to going through the reduction in force process.

SALARY SCHEDULES

APPENDIX A

WCCAA
SALARY SCHEDULE
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
2015-2016 Effective August 1, 2015 (Increased 4%)

JOB TITLE	Work Days	Salary Index	Salary Increments			
			85% Annual	90% Annual	95% Annual	100% Annual
K-12 INST. SPECIALIST ELEMENTARY	200	0.95A	79,017.21	83,665.27	88,313.35	92,961.41
VICE PRINCIPAL ELEMENTARY	200	0.95A	79,017.21	83,665.27	88,313.35	92,961.41
ASSISTANT PRINCIPAL MIDDLE	205	0.97	82,697.74	87,562.31	92,426.89	97,291.46
K-12 INST. SPECIALIST MIDDLE SCHOOL	205	0.97	82,697.74	87,562.31	92,426.89	97,291.46
ASST PRINCIPAL SENIOR HIGH	210	0.99	86,461.46	91,547.42	96,633.39	101,719.36
K-12 INST SPECIALIST SENIOR HIGH	210	0.99	86,461.46	91,547.42	96,633.39	101,719.36
PRINCIPAL ELEMENTARY	210	1.00A	87,334.81	92,472.14	97,609.49	102,746.83
PRINCIPAL K-8	210	1.03	89,954.84	95,246.31	100,537.77	105,829.24
PRINCIPAL MIDDLE/JUNIOR HIGH	210	1.06	92,574.89	98,020.48	103,466.05	108,911.64
ASSISTANT PRINCIPAL ADULT ED	220	0.95B	86,918.93	92,031.80	97,144.67	102,257.55
PRINCIPAL ADULT EDUCATION	220	1.07	97,898.16	103,656.87	109,415.58	115,174.30
PRINCIPAL ELEMENTARY	220	1.00D	91,483.27	96,864.97	102,246.36	107,627.75
PRINCIPAL SENIOR HIGH	220	1.13	103,387.77	109,469.41	115,551.04	121,632.67
ADMINISTRATOR	225	1.00B	93,573.00	99,077.30	104,581.59	110,085.89
ADMINISTRATOR SPECIAL ED	225	1.00B	93,573.00	99,077.30	104,581.59	110,085.89
COORDINATOR	225	1.05A	98,251.65	104,031.16	109,810.67	115,590.18
COORDINATOR ADM MC	225	1.05A	98,251.65	104,031.16	109,810.67	115,590.18
COORDINATOR EDUCATIONAL SERVICES	225	1.05A	98,251.65	104,031.16	109,810.67	115,590.18
COORDINATOR PRESCHOOL	225	1.05A	98,251.65	104,031.16	109,810.67	115,590.18
COORDINATOR SPECIAL EDUCATION	225	1.05A	98,251.65	104,031.16	109,810.67	115,590.18
PRINCIPAL ALTERNATIVE EDUCATION	225	1.00B	93,573.00	99,077.30	104,581.59	110,085.89

Base Daily Rate of \$489.27 plus Performance Pay of .001% to 3.00% for eligible employees - Implemented 7/1/08.

- Exchange of five (5) workdays for work performed off schedule may be requested and mutually agreed upon by unit member and supervisor.
- Promotional placement shall be no less than 5% to the next higher daily rate.

Adjustment to Salary Schedule Increments

Doctorate Degree add to Annual Earning	\$1,000.00		
Longevity years of service add to Annual earning		10-14 Years \$750.00	15 Plus Years \$1,000.00

WCCAA
SALARY SCHEDULE
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
2016-2017 Effective July 1, 2016 (Increased 4%)

JOB TITLE	Work Days	Salary Index	Salary Increments			
			85% Annual	90% Annual	95% Annual	100% Annual
K-12 INST. SPECIALIST ELEMENTARY	200	0.95A	82,177.90	87,011.88	91,845.88	96,679.87
VICE PRINCIPAL ELEMENTARY	200	0.95A	82,177.90	87,011.88	91,845.88	96,679.87
ASSISTANT PRINCIPAL MIDDLE	205	0.97	86,005.65	91,064.80	96,123.96	101,183.12
K-12 INST. SPECIALIST MIDDLE SCHOOL	205	0.97	86,005.65	91,064.80	96,123.96	101,183.12
ASST PRINCIPAL SENIOR HIGH	210	0.99	89,919.92	95,209.32	100,498.73	105,788.14
K-12 INST SPECIALIST SENIOR HIGH	210	0.99	89,919.92	95,209.32	100,498.73	105,788.14
PRINCIPAL ELEMENTARY	210	1.00A	90,828.20	96,171.03	101,513.87	106,856.70
PRINCIPAL K-8	210	1.03	93,553.04	99,056.16	104,559.28	110,062.41
PRINCIPAL MIDDLE/JUNIOR HIGH	210	1.06	96,277.89	101,941.30	107,604.69	113,268.10
ASSISTANT PRINCIPAL ADULT ED	220	0.95B	90,395.68	95,713.08	101,030.46	106,347.85
PRINCIPAL ADULT EDUCATION	220	1.07	101,814.08	107,803.15	113,792.20	119,781.27
PRINCIPAL ELEMENTARY	220	1.00D	95,142.60	100,739.57	106,336.22	111,932.86
PRINCIPAL SENIOR HIGH	220	1.13	107,523.28	113,848.19	120,173.08	126,497.98
ADMINISTRATOR	225	1.00B	97,315.93	103,040.39	108,764.85	114,489.32
ADMINISTRATOR SPECIAL ED	225	1.00B	97,315.93	103,040.39	108,764.85	114,489.32
COORDINATOR	225	1.05A	102,181.72	108,192.41	114,203.10	120,213.79
COORDINATOR ADM MC	225	1.05A	102,181.72	108,192.41	114,203.10	120,213.79
COORDINATOR EDUCATIONAL SERVICES	225	1.05A	102,181.72	108,192.41	114,203.10	120,213.79
COORDINATOR PRESCHOOL	225	1.05A	102,181.72	108,192.41	114,203.10	120,213.79
COORDINATOR SPECIAL EDUCATION	225	1.05A	102,181.72	108,192.41	114,203.10	120,213.79
PRINCIPAL ALTERNATIVE EDUCATION	225	1.00B	97,315.93	103,040.39	108,764.85	114,489.32

Base Daily Rate of \$508.84 plus Performance Pay of .001% to 3.00% for eligible employees - Implemented 7/1/08.

- Exchange of five (5) workdays for work performed off schedule may be requested and mutually agreed upon by unit member and supervisor.
- Promotional placement shall be no less than 5% to the next higher daily rate.

Adjustment to Salary Schedule Increments

Doctorate Degree add to Annual Earning	\$1,000.00		
Longevity years of service add to Annual earning		10-14 Years \$750.00	15 Plus Years \$1,000.00

EXTENDED LEARNING STIPENDS

Position	Index	No. of Days	Daily Rate	Total Stipend
Elementary Principal	1.00	20	\$ 330.00	\$ 6,600.00
Elementary Vice Principal	0.95	20	\$ 330.00	\$ 6,270.00
Middle School Principal	1.06	20	\$ 330.00	\$ 6,996.00
Middle School Vice Principal	0.97	20	\$ 330.00	\$ 6,402.00
High School Principal	1.13	20	\$ 330.00	\$ 7,458.00
High School Asst. Principal	0.99	20	\$ 330.00	\$ 6,534.00
Principal - Special Ed	1.00	20	\$ 330.00	\$ 6,600.00

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT: Appendix B

ADMINISTRATOR EVALUATION TIMELINE

FALL

October	Orientation for ALL administrators – evaluators and evaluatees
November	No later than November 9, or the Friday before November 9, if it falls on a weekend, evaluatee and evaluator meet to select three (3) standards with area of focus for each standard. Top portion of Evaluation Observation Tool is completed; one form for each standard.

WINTER

December	Evaluator conducts first check-in. Evaluation Observation Tool is completed, one for each standard, and signed by both parties.
February	Evaluator conducts second check-in. Evaluation Observation Tool is completed, one for each standard, and signed by both parties.
February - May	Assistance Plan is developed and implemented to prevent potential unsatisfactory summary evaluation.

SPRING

May	Third check-in visit is mandatory for potential unsatisfactory administrators. Third Evaluation Observation Tool is completed and signed by both parties.
May and June	No later than June 6, or the Friday before June 6 if it falls on a weekend, final evaluation summary and meeting is held between evaluatee and evaluator. Administrative Summary Evaluation Form is presented and signed by both parties.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT: Appendix C

ADMINISTRATIVE EVALUATION STANDARDS GUIDELINES

Name:	School:	Assignment:	Year:
STANDARD 1: A school/district-level administrator is an educational leader who promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community.	1.1	Develop a shared vision	
	1.2	Plan and implement activities around that vision	
	1.3	Allocate resources to support the vision	
STANDARD 2: A school/district educational leader promotes the success of all students by advocating, nurturing, and sustaining a learning culture which ensures equity and supports program conducive to student learning and staff professional growth.	2.1	Develop school culture and ensure equity	
	2.2	Guide the instructional program	
	2.3	Guide the professional growth of staff	
	2.4	Create and utilize accountability systems	
STANDARD 3: A school/district administrator is an educational leader who promotes the success of all students by ensuring management of the organization, operations, and resources for a safe, efficient, and effective learning environment.	3.1	Ensure a safe school environment	
	3.2	Create an infrastructure to support effective learning environment	
	3.3	Manage the school learning-support system	
	3.4	Monitor and evaluate the program and staff	
STANDARD 4: A school/district administrator is an educational leader who promotes the success of all students by collaborating with families and community members, responding to diverse community interests and needs, and mobilizing community resources.	4.1	Collaborate to incorporate perspectives of families/community	
	4.2	Establish and manage linkage between the site and the larger community.	
	4.3	Engage and coordinate support from agencies outside of school (or programs)	
STANDARD 5: <u>A school/district administrator is an educational leader who promotes the success of all students by acting with integrity, fairness, and in an ethical manner.</u>	5.1	<u>Maintain ethical standards of professionalism</u>	
	5.2	<u>Guide sound courses of action using pertinent, state-of-the-arts methods.</u>	
	5.3	<u>Model reflective practice and continuous growth</u>	
	5.4	<u>Sustain professional commitment and effort</u>	
STANDARD 6: An educational leader promotes the success of all students by understanding, responding to, and influencing the larger political, social, economic, legal, and cultural context.	6.1	Engage with the policy environment to support school success	
	6.2	Interact with stakeholders	
	6.3	Incorporate input from the public	

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT: Appendix D

EDUCATIONAL LEADERS EVALUATION OBSERVATION TOOL

(One form needed for each standard)

Part 1	Name:				
	School/Office Location			Initial Meeting Date:	
	Administrative Evaluation Standards				
	Standard		Specific Area of Focus		
	Suggested evidence that is agreed upon:				
Part 2	Meeting #1 Date: _____		<input type="checkbox"/> Meets Standard	<input type="checkbox"/> Does Not Meet Standard*	<input type="checkbox"/> Insufficient Evidence
	Meeting Notes (evidence, commendations, recommendations, support):				
Part 3	Meeting #2 Date: _____		<input type="checkbox"/> Meets Standard	<input type="checkbox"/> Does Not Meet Standard**	<input type="checkbox"/> Insufficient Evidence
	Meeting Notes (evidence, commendations, recommendations, support):				
	Improvement Assistance Plan Needed <input type="checkbox"/> N/A <input type="checkbox"/> (see attached)				
Employee's Signature			Evaluator Signature		
The employee's signature does not constitute endorsement of the Evaluator's comments, but is a recognition that a conference and discussion did occur. Evaluatee understands that she/he can appeal the final Administrative Summary Evaluation.					

* If checked, must provide recommendation and support for improvement.

** If checked, Improvement Assistance Plan must be developed and implemented.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT: Appendix E

IMPROVEMENT ASSISTANCE PLAN

(One form needed for each standard for which an Improvement Assistance Plan is needed)

Name:			
School/Office Location		Meeting Date:	
Administrative Evaluation Standards			
Standard	Specific Area of Focus		
Improvement Assistance Plan			
Evidence			
Improvement Assistance Plan Meeting #1 Date: _____	<input type="checkbox"/> Meets Standard	<input type="checkbox"/> Does Not Meet Standard*	<input type="checkbox"/> Insufficient Evidence
Meeting Notes (evidence, commendations, recommendations, support):			
Additional meeting needed <input type="checkbox"/> Yes <input type="checkbox"/> No			
Improvement Assistance Plan Meeting #2 Date: _____	<input type="checkbox"/> Meets Standard	<input type="checkbox"/> Does Not Meet Standard*	<input type="checkbox"/> Insufficient Evidence
Meeting Notes (evidence, commendations, recommendations, support):			
Employee's Signature		Evaluator Signature	
The employee's signature does not constitute endorsement of the Evaluator's comments, but is a recognition that a conference and discussion did occur. Evaluatee understands that she/he can appeal the final Administrative Summary Evaluation.			

* If checked, must provide recommendation and support for improvement.

ADMINISTRATIVE SUMMARY EVALUATION FORM: Appendix F

Name: _____	School: _____	Assignment: _____	Year: _____								
Standard 2 : Student Achievement	Standard ____ : _____	Standard ____ : _____									
Area of Focus: 2. _____	Area of Focus: ____ . _____	Area of Focus: ____ . _____									
Evidence/Data:	Evidence/Data:	Evidence/Data:									
Evaluator Comments:	Evaluator Comments:	Evaluator Comments:									
Rating (4 – 1)	Rating (4 – 1)	Rating (4 – 1)									
EVALUATEE COMMENTS _____ <i>(check here if additional pages are attached)</i>											
EVALUATION SUMMARY											
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">4</td> <td style="width: 50%;">Evaluation exceeds performance standards</td> </tr> <tr> <td style="text-align: center;">3.0 – 3.9</td> <td>Evaluation meets performance standards</td> </tr> <tr> <td style="text-align: center;">2.0 – 2.9</td> <td>Marginal Performance Yearly Evaluation required until evaluation meets performance standards</td> </tr> <tr> <td style="text-align: center;">1.0 – 1.9</td> <td>Unsatisfactory performance Re-evaluation required</td> </tr> </table>		4	Evaluation exceeds performance standards	3.0 – 3.9	Evaluation meets performance standards	2.0 – 2.9	Marginal Performance Yearly Evaluation required until evaluation meets performance standards	1.0 – 1.9	Unsatisfactory performance Re-evaluation required
4	Evaluation exceeds performance standards										
3.0 – 3.9	Evaluation meets performance standards										
2.0 – 2.9	Marginal Performance Yearly Evaluation required until evaluation meets performance standards										
1.0 – 1.9	Unsatisfactory performance Re-evaluation required										
_____ Satisfactory _____ Additional Evaluation Needed* Recommended Date: _____ _____ Unsatisfactory*											
<i>Evaluatee Signature</i> _____		<i>Evaluator Signature</i> _____									
<i>Date</i> _____		<i>Date</i> _____									
By signing this form, I acknowledge that I have seen and discussed this evaluation with the evaluator. Within seven school days, if I desire, I will submit my written comments and/or appeal this evaluation to the Evaluation Appeals Committee.											

***4=Exceeds Performance Expectations**
Performance (areas need improvement)
 (*requires written comments)

3=Meets Performance Expectation
***1=Unsatisfactory Performance**

***2=Marginal**

I choose to appeal this evaluation. My signature verifies this request. _____



WCCAA Request to Exchange Contract Days Form

Name: _____ Date: _____

Requesting to exchange _____ for _____
(Dates) (Dates)

Reason for Request:

_____ Approved _____ Denied

If denied, reason for denial:

Supervisor: _____ Date: _____
(Signature)

If the request is denied the unit member has the right to appeal to the Assistant Superintendent of Human Resources. This form must be used for an appeal.

Requesting Appeal: _____ Date: _____
(Signature)

Decision of Appeal:

_____ Approved _____ Denied

Assistant Superintendent Human Resources: _____ Date: _____

NOTICE OF PERFORMANCE CONCERNS

Date_____

Dear_____

I appreciate the efforts you have made in your role as (insert position here) and my goal is to assist you in achieving your fullest potential in that role.

In reviewing your job performance some concerns have arisen. In order to effectively address the concerns, and insure that the educational needs of children are met by the role you serve, the following chart is provided to assist in correcting any areas of concern.

Area of Concern	Instructions for Corrective Action	Due Date

Please be advised the above chart may be used to complete your evaluation for this year. Failure to take corrective actions on Areas of Concern will be a consideration in determining continued employment in your position for the upcoming year.

If you have any questions, concerns, or requests for support and/or training to assist in correcting any area, please contact me directly.

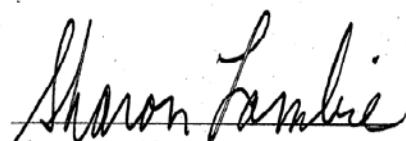
Sincerely,

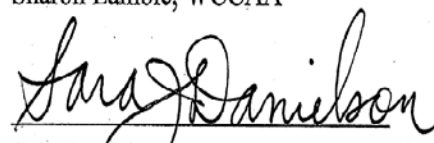
Administrator

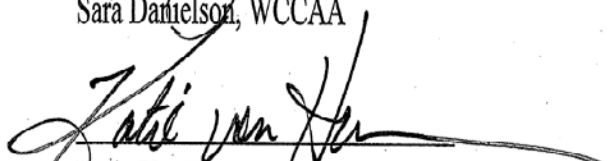
Signed Agreement

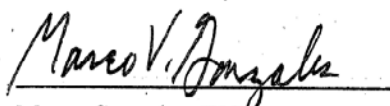
The undersigned members collaboratively agree to the contractual adjustments made to the West Contra Costa Unified School District-West Contra Costa Administrators Association Collective Bargaining Agreement for the period of July 1, 2015-June 30, 2018.

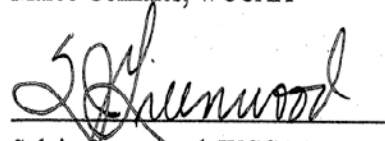
Signed August 6, 2015 at 9:14 AM



Sharon Lambie, WCCAA

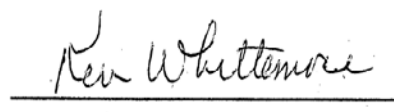

Sara Danielson, WCCAA

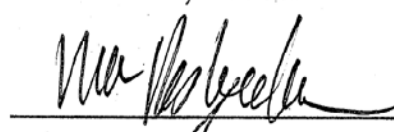

Katie VonHusen, WCCAA

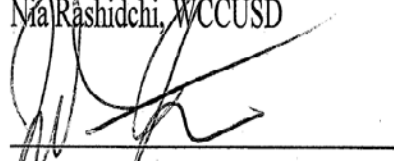

Marco Gonzales, WCCAA

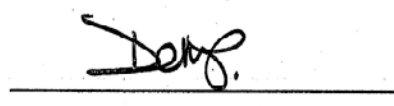

Sylvia Greenwood, WCCAA

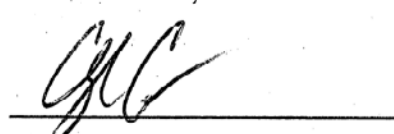

Jose DeLeon, WCCAA


Ken Whittemore, WCCUSD


Nia Rashidchi, WCCUSD


Julio Franco, WCCUSD


Daniela Parasidis, WCCUSD


Cheryl Cotton, WCCUSD

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

SUPERINTENDENT OF SCHOOLS

Bruce Harter, Ph.D.

BOARD OF EDUCATION

Todd Groves.....President
Randall EnosClerk
Elizabeth Block.....Member
Madeline KronenbergMember
Valerie CuevasMember

WCCUSD NEGOTIATING TEAM

Ken Whittemore
Nia Rashidchi
Julio Franco
Cheryl Cotton
Daniela Parasidis

WCCAA NEGOTIATING TEAM

West Contra Costa Administrators Association

Sharon Lambie, Sara Danielson
Katie Cobb Von Husen
Marco Gonzales
Sylvia Greenwood
Jose DeLeon

FACILITATOR

Annabel Song-Hill

.....