

**Friday Memo**  
**April 21, 2017**

**Upcoming Events – Matthew Duffy**

- April 25: 4<sup>th</sup> Annual Best Practices Conference, DeJean, 6:00 PM
- April 26: Board of Education Meeting, DeJean, 6:30 PM
- April 26: Hercules Orchestra Festival, Hercules HS Gym, 7:00 PM
- April 27: Safety Committee, DeJean Library, 6:00 PM
- April 27: DLCAP Meeting, Kennedy Library, 6:30 PM
- May 1: Agenda Setting, Superintendent’s Office, 3:30 PM
- May 1: Special Education CAC, Cameron, 7:00 PM
- May 2: Hercules Band / Choral Festival, Hercules MS Cafeteria. 7:00 PM (Date changed from 4/27)
- May 3: Board of Education Study Session, African American Student Achievement, DeJean, 6:00 PM
- May 4: Pinole Valley Band Festival, Pinole Middle Gym, 7:00 PM
- May 6: Richmond Renaissance, El Cerrito Theater, 6:00 PM
- May 10: 8<sup>th</sup> Annual Summit on Children & Youth, Richmond Auditorium, 11:00 – 7:00
- May 11: DLCAP Meeting, Kennedy Library, 6:30 PM
- May 12: Ed Fund 29th Annual Soaring to Excellence Awards Celebration, DeAnza, 7:00 PM

**WCCUSD Food Services Training Community Sites and Gearing Up for Upcoming Summer Meal Program 2017 - Lisa LeBlanc**

WCCUSD Food Services took the opportunity during Spring break to offer training to community site staff wanting to serve meals to children during summer 2017. More than 40 nonprofit sites sent staff to DeJean during the break last week for an update on new and old requirements for serving summer meals. Most sites are seasoned veterans of the summer meal program but three new nonprofit organizations serving high need children joined the training to find out if the program would be an asset to their work. WCCUSD Summer meal program will run from 6/12/17-8/18/17.



**WCCUSD Food Services Receives New United States Department of Agriculture Award for its 2016 Summer Meal Program - Lisa LeBlanc**

On April 7<sup>th</sup>, WCCUSD Food Services received the exciting news that our school district’s Food Service program had been selected as a 2016 Turnip the Beet Silver award winner. West Contra Costa Unified is one of three silver award winners in California. Nationwide, only 49 Turnip the Beet award winners were selected!

Our district has been acknowledged in the USDA’s April Summer Meals Newsletter and will be included on the USDA Summer Meals Website.

Congratulations was sent from the USDA on this accomplishment and thanks for all of our hard work that our staff puts into feeding the needy children in our area during Summer 2016.



**Announcing the Inaugural Turnip the Beet Winners!**

USDA recently awarded the first-ever Turnip the Beet awards, recognizing outstanding Summer Meal Program sponsors who work hard to offer high quality meals that are appetizing, appealing, and nutritious. Summer sites have the opportunity to positively impact children’s healthy development by offering nutritious meals and encouraging children to develop healthy habits at a young age. Plus, kids vote with their feet in the summer! Offering meals that children enjoy can help sustain and increase participation.

In 2016, 49 sponsors from across the country earned Bronze, Silver, or Gold Turnip the Beet awards. Congratulations to all of the 2016 awardees! We thank you for your commitment to the health and well-being of our nation’s children and encourage you to keep up the great work.

**Gold Award Winners**

- |                                      |  |
|--------------------------------------|--|
| Lakeside Union School District (CA)  | OLHSA Meet Up and Eat Up (MI)                                |
| FLIPANY (FL)                         | Buncombe County Schools (NC)                                 |
| Baldwin County School Nutrition (GA) | Chapel Hill & Carrboro City Schools Food for the Summer (NC) |
| Carrollton City Schools (GA)         | Wauzeka-Steuben School District (WI)                         |
| Northern Illinois Food Bank (IL)     |  |
| Abilene Public Schools (KS)          |  |

**Silver Award Winners**

- |   |   |
|---|---|
| Tallapoosa County Schools (AL)                          | Owensboro Public Schools (KY)                   |
| Tuscaloosa County School System (AL)                    | Calvert County Public Schools Judy Centers (MD) |
| Hope Public School District (AR)                        | Buchanan Community Schools (MI)                 |
| Manteca Unified Nutrition Education (CA)                | Fenton Area Public Schools (MI)                 |
| Natomas Unified School District Nutrition Services (CA) | Coahoma County School District (MS)             |
| West Contra Costa Unified School District (CA)          | True Vine Life Center (MS)                      |
| City of Aurora Parks, Recreation and Open Space (CO)    | Swope Corridor Renaissance (MO)                 |
| Brantley County Summer Lunch Program (GA)               | YWCA of Adams County (NE)                       |
| Carroll County School Nutrition Program (GA)            | YMCA of Western North Carolina (NC)             |
| Cherokee County School Nutrition Program (GA)           | Oklahoma Regional Food Bank’s Hope Kitchen (OK) |
| Douglas County Schools (GA)                             | Lawrence County Social Services (PA)            |
| Floyd County Schools (GA)                               | Cumberland County School Nutrition (TN)         |
| Fulton County School Nutrition Program (GA)             | Putnam County Schools (TN)                      |
| Marietta City Schools School Nutrition Program (GA)     | Green Bay Area Public Schools (WI)              |
| North Lawrence Community Schools (IN)                   | Sheboygan Area School District (WI)             |
| Dare to Care Community Kitchen (KY)                     |   |

**Bronze Award Winners**

- |  |   |
|--|---|
| Rogers Public School District (AR)             | Ray Bird Ministries (IN)                |
| Capital School District (DE)                   | Gwinn Area Community Schools (MI)       |
| Seaford School District (DE)                   | Columbus Municipal School District (MS) |
| Savannah-Chatham School Nutrition Program (GA) | Rockingham County Schools (NC)          |

**College and Career Pathways and Dual Enrollment – Nia Rashidchi**

During the May 10 Board meeting, we will be asking the Board to do a “first read” on the re-authorization agreement for the upcoming 2017-18 academic year to maintain and add new Dual Enrollment courses with Contra Costa College. This agreement is called the Contra Costa Community College District College and Career Access Pathways Agreement (CCAP). The office of the Chancellor of California Community Colleges along with the California Department of Education mandates us to have this document on the agenda for two board meetings. For the May 10 meeting, it will be on the agenda as a discussion item. For the second meeting, it will be on the agenda as an action item. Only after the CCAP is passed can Dual Enrollment continue in WCCUSD. Along with the CCAP will be a breakdown of the Dual Enrollment courses and the school sites where the courses are being taught.

The Dual Enrollment courses for the 2017-18 school year are as follows:

***Health***

Life Skills for Health Careers/Medic 223 -5 sections  
Introduction to Health Career/Medic 231 – 5 sections  
Career and Major Exploration/Counseling 130- 1 section

***Information Technology***

Basic Web Programming/CIS-166A - 2 sections  
Advanced Web Page Development/CIS-166B - 2 sections  
IT Essentials Technician Course/ CIS-101- 3 sections  
Basic Keyboarding/BOT-210A -2 sections  
Windows Fundamentals/CIS-190A -2 sections

**College and Career Ready Update – Nia Rashidchi**

Our Pathway programs are moving forward! Please take a look at all the wonderful things we are doing with and for students and staff!

All of our pathway courses are now designated as college prep level courses; many senior courses earn college credit, and we are strengthening and expanding internships and advisory boards.

We have included a packet in this Friday memo of our latest pathway brochures. Individual brochures describe each pathway, the course progression, and associated careers.

If you have a friend or associate who might be willing to partner with us in some aspect, such as being a class speaker, please send them our way via Terri Waller ([terri.waller@wccusd.net](mailto:terri.waller@wccusd.net)).

For more information on our Pathways, please visit our website at the following link:

[www.wccusdpathways.org](http://www.wccusdpathways.org)

**Washington Elementary Dual Language Immersion Update – Nia Rashidchi**

Washington Elementary School is currently the one school in WCCUSD to offer a K-6 Dual Language Immersion (DLI) program, along with a K-6 Traditional program. Over the last 4 years, the demand for additional DLI slots has grown significantly. For the last two years, we have had a waiting list of 20+ students.

Given the demand, the district's desire to expand immersion programs, and the knowledge that DLI programs can increase academic outcomes for students, we have had a few meetings with the Washington staff and parent community about current Washington programs, the potential of expanding DLI, and gathering feedback from stakeholders. Our first meeting with the Washington community was January 19, 2017. The first meeting focused on gathering verbal feedback from the community on Washington's current programs, the 2017-18 addition of a Kinder DLI class, and possible additional expansion of DLI in the 2018-19 school year.

The Washington community asked us to send out a survey, asking for additional feedback, especially for folks who cannot attend an in-person meetings. Staff created and carried out the survey, and scheduled a second follow-up meeting with the Washington community on April 17, 2017.

During this most recent meeting we:

- Shared the results of the community survey,
- Shared the current 2017-18 kindergarten registration data for the traditional and DLI program (10 students for traditional program/56 students for DLI program)
- Notified the community of the intent to make a Board recommendation for Washington Elementary School to transition to a full Dual Language Immersion School starting in the 2018-19 school year, and
- Answered community questions

For the survey results, there were roughly 90 respondents with 95% stating they are in favor of programming that supports learning languages other than English. Participants also answered questions regarding what's working and not working at Washington and the pros and cons of dual language immersion expansion. For full survey results [Click Here](#).

Community members engaged in thoughtful discussion regarding potential changes at Washington Elementary School. Some of the key topics of discussion included:

- High quality rigorous instruction, curriculum, and assessment
- Transition plan for and impact on "traditional" program teachers and local residents if the school becomes fully DLI
- African-American student access and inclusion in immersion programming
- Impact of programmatic change across the school
- Immersion program articulation from elementary school through secondary school
- Special education support for immersion students

It is important for the board to know that staff will bring a recommendation to a May board meeting regarding making Washington Elementary a full DLI school in the 2018-19 school year.

### **District's Project Labor Agreement – Lisa LeBlanc**

The District has a Project Labor Agreement that was entered into in or about 2003 ("PLA"). The PLA applies to all construction work including demolition, site preparation, alteration and repair work and any related change order work. As originally drafted, the PLA applied to the nine projects listed in Attachment B to the PLA. The PLA provides, however, that it may be extended

to other projects as agreed to by the Parties. In accordance with this provision, the PLA has consistently been applied to the District's publicly bid construction projects via the District's Project Labor Agreement Implementation specification (Document 00 80 00); and the Invitation/Notice to Bidders which are included in the District's form front-end construction documents. The PLA will likewise, be extended to apply to the Wilson Elementary School Replacement Project in order to comply with the skilled and trained workforce requirements of Education Code section 17250.25 (c)(1). The PLA terms are attached, along with the specification (Document 00 80 00).

#### **New and Revised Job Descriptions – Ken Whittemore**

Before the Board of Education on the April 26 consent calendar are three jobs descriptions for The Information and Technology department. Chief Technology Officer, Mary Phillips requested these updated job descriptions to meet the growing needs of her department.

Two of the job descriptions are updates at no cost to the district (Desktop Support Technician and State Reporting Technician). The Senior Desktop Support Technician is a tier two technical support position to resolve more complex issues.

These job descriptions were properly negotiated with Local One and signed off by them.

#### **ERATE Contract for VoIP (Phone Service) – Mary Phillips**

ERATE is a federally funded program which subsidizes telecommunications for schools and libraries throughout the United States. The ERATE program has cut funding to phone services and will only fund at 20% this year. In previous years, the district received a discount of 80%. This means that the district will need to budget more for telecommunications than in the past. ERATE funding will cease completely for phone services next year.

Our current contract with our VoIP provider, NWN, will expire June 30, 2017. As a result, our ERATE consultant advertised for phone services on behalf of the district and out of four respondents, NWN was found to be the lowest responsive, responsible bidder. This initiative was discussed with the Technology Subcommittee on April 10, 2017.

Staff is of the opinion that it makes sense to use the same company as it means there will be no changes to our phone system for the next 3 years.

#### **ERATE Contract for Wireless Upgrade for 8 Sites – Mary Phillips**

As well as funding telecommunications, ERATE also subsidizes wireless infrastructure for schools and libraries. The district is taking advantage of this funding to subsidize sites in need of wireless upgrades. The current infrastructures at El Cerrito High, Hanna Ranch, Hercules High, Hercules Middle, Kensington, Montalvin, Murphy and Vista are not up to current district standards. The existing wireless network does not cover all classrooms, which is needed to support the tablet roll-out initiative. In addition, some existing hardware is in need of replacement. This initiative was discussed with the Technology Subcommittee on April 10, 2017.

The District conducted a public bid process for the project. Bids were opened on April 5, 2017. Four contractors submitted a bid: NetXperts, Inc. \$2,029,135; ConvergeOne \$2,327,810; DecoTech Systems \$2,401,017 and AAA Network Solutions, Inc. \$2,773,790.

ERATE will fund \$615,240 of the project based on the following funding formula: Site enrollment x \$150 x district free and reduced meal discount. Bond funds will be used for the remaining amount of \$1,413,895.

**Technology Plan 2017 - 2020 – Mary Phillips**

Please see the attached one page summary of the Technology Plan. This was discussed and approved by the Technology Subcommittee on April 10, 2017.

**Special Education Special Olympics Schools Partnership Basketball Competition 2017 – Steve Collins**

The first Special Olympics Schools Partnership Basketball Competition took place at El Cerrito High School on Tuesday, April 18, 2017. Approximately 130 students, with moderate to severe disabilities, from eight secondary schools across the district, attended this wonderful event. Ms. Jordan-McCormick, El Cerrito High School principal, started off the morning by giving everyone a warm welcome. Sean Corson, Adapted PE Specialist and emcee of the event, welcomed each participating school, including Crespi, De Anza, De Jean, El Cerrito, Hercules Middle/High, Kennedy, Korematsu, Pinole Middle, and Transition, as parents, family, friends, and wonderful volunteers cheered for them to start the opening ceremony. The Special Olympic torch was brought through the gym by Juan Villatoro-Perez, an eighth grader from Pinole Middle High School, and Isaac Chavez, Adapted PE Specialist. Ayana Rawls, a senior from Hercules High School, led the crowd in the Pledge of Allegiance with the use of her Augmentative and Alternative Communication (AAC) device. The Athlete’s Oath was led by Liz Herrera, a sophomore from De Anza High School. “Let me win. But, if I cannot win, let me be brave in the attempt!”

The games were officially declared open, with a full court Unified Basketball Exhibition game between students from Kennedy and El Cerrito High Schools. Each team was made up of 3-4 students with special needs and 1-2 students without. The El Cerrito Dance Team, led by Jessy Kronenberg, and students from Tristan Simbulan’s SH Special Day Class, graced the audience with an energetic halftime show! Activities were available for all for students, no matter the severity of their disability. Additional games, between schools, went on throughout the morning, as others practiced their individual basketball skills, such as passing, dribbling, and shooting.

All athletes were congratulated on their efforts and were awarded ribbons by the student volunteers. They paraded around the gym and through the “Tunnel of Awesomeness”, cheering and giving high fives to the many El Cerrito High School students lining the gym lobby. The excitement of the event and the wonderful experience of competition was evident on the athletes’ smiling faces.

**Expanded Learning (After School) Programs – Nia Rashidchi**

West Contra Costa Unified School District (WCCUSD) operates 28 school-based Expanded Learning Programs throughout West Contra Costa Unified School District, including 24 elementary schools (grades K-6) and 4 middle schools (grades 7-8). School-based Expanded Learning Programs are supported by the WCCUSD Expanded Learning Program Office. The WCCUSD Expanded Learning Programs are open to all students at the host school at no cost to

West Contra Costa Unified School District  
*Office of the Superintendent*

families. In some cases, schools may determine specific criteria for priority student enrollment, such as low academic performance or social needs.

The WCCUSD Expanded Learning Programs begin upon the end of the traditional school day and operate until 6:00 p.m. every day throughout the school year. Each program offers three daily components, Academic Support, Enrichment Activities, and Supper. The Academic Support includes skill building activities, English Language Development, targeted interventions, tutoring, and homework support. The enrichment component includes Visual and Performing Arts, organized sports, leadership activities, social and emotional learning activities, and technology. All students participating in the WCCUSD Expanded Learning Programs receive a meal provided by the WCCUSD Food Services Department before going home.

**Elementary Sites**

Bayview  
Chavez  
Coronado  
Dover  
Downer  
Fairmont  
Ford  
Grant

Highland  
King  
Lake  
Lincoln  
Mira Vista  
Montalvin  
Murphy  
Nystrom

Peres  
Riverside  
Sheldon  
Stege  
Tara Hills  
Verde  
Washington  
Wilson

**Middle School Sites**

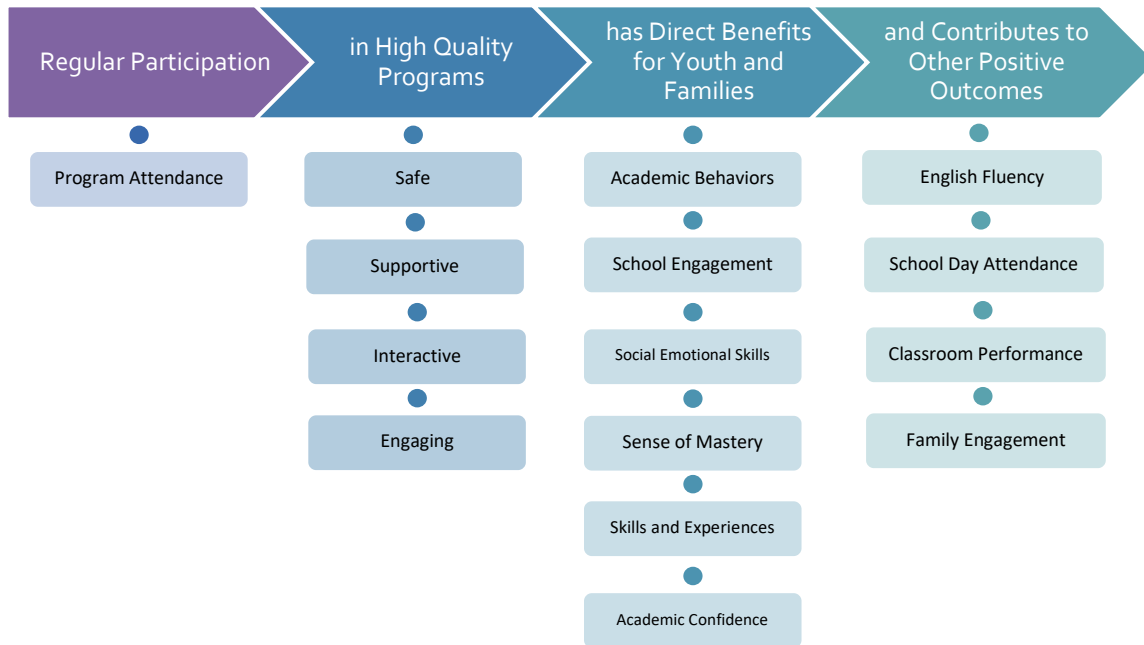
Crespi  
DeJean  
Helms  
Korematsu

During the school year WCCUSD Expanded Learning Programs serve an average of 3,900 students every day school is in session.

The 28 site-based Expanded Learning Programs operate in partnership with community-based organizations selected through our annual Request For Qualifications (RFQ) process. The Lead Agencies work in close partnership with the WCCUSD Expanded Learning office and the school community to design and implement high quality programs for WCCUSD students. Our 2016-17 Lead Agency partners are Bay Area Community Resources (BACR), Love.Learn.Success (LLS), and the YMCA of the East Bay. In addition to our three lead agency partners, the Expanded Learning office collaborates with twelve community based organizations that provide in-kind and fee for service specialized enrichment activities in our programs.

WCCUSD Expanded Learning Programs share a basic staffing pattern across all sites, though specific staff duties may vary somewhat from site to site. Shared features include a full-time Site Supervisor, a Lead Teacher, and Group Leaders. Many programs also work with additional enrichment providers and some may rely on regular volunteer assistance as well. At some sites, certificated teachers provide targeted academic assistance and academic enrichment activities for program participants through extended work hours.

**Theory of Action:** Students who participate in high quality Expanded Learning Programs on a regular basis will expand their horizons through new experiences, feel engaged with their school, and master both academic and social and emotional learning (SEL) skills.



The Expanded Learning Office measures quality using the Program Quality Assessment (PQA) Tools and accompanying Youth Program Quality Intervention (YPQI) supports developed by the Weikart Center for Youth Program Quality. The PQAs are a set of research validated observational tools that measure program quality across four domains: safe environment, supportive environment, interaction and engagement. Listed below are key finding from our 2015-16 external evaluation <http://www.wccusd.net/Page/5283> .

- During the 2015-16 school year elementary participants attended the WCCUSD Expanded Learning Programs an average of 124 days.
- Program quality scores improved between the fall and the spring. Elementary schools’ overall PQA score increased from 3.35 to 3.87, a +0.52 difference. Middle schools’ overall PQA score increased from 2.92 to 3.07, a +0.15 difference.
- Program participants attended school at a higher rate than their non-participant peers, 95.4% compared to 93.7%.
- Program participants were redesignated at a higher rate than non-participating peers at their school sites, 9.3%, were redesignated compared to 6.9% of their non-participating peers.
- Participants achieved a slight improvement on their SBAC ELA Achievement Level: an average 0.16 increase compared to a 0.12 for non-participants. This improvement was even greater for English Learners, an average 0.21 of a step for English Learner participants compared to 0.15 for non-participants.

In addition to the 28 District sponsored after school programs, there are several school based programs operated by our community based partners. Below is a comprehensive table of school based before and after school programs in WCCUSD.



West Contra Costa Unified School District  
Office of the Superintendent

| Site       | Provider           | Before School Hours | Slots | Fees                   | Funding Source             | Provider           | After School Hours | Slots | Fees                   | Funding Source             |
|------------|--------------------|---------------------|-------|------------------------|----------------------------|--------------------|--------------------|-------|------------------------|----------------------------|
| Bayview    |                    |                     |       |                        |                            | WCCUSD/BACR        | Dismissal-6:00     | 84    | N/A                    | ASES                       |
| Bayview    | YMCA               | 7:00-8:30           | 80    | N/A                    | State Funded               | YMCA               | Dismissal-6:00     | 80    | N/A                    | State Funded               |
| Chavez     |                    |                     |       |                        |                            | WCCUSD/BACR        | Dismissal-6:00     | 84    | N/A                    | ASES                       |
| Coronado   |                    |                     |       |                        |                            | WCCUSD/YMCA        | Dismissal-6:00     | 127   | N/A                    | ASES                       |
| Crespi     |                    |                     |       |                        |                            | WCCUSD/YMCA        | Dismissal-6:00     | 60    | N/A                    | ASES                       |
| DeJean     |                    |                     |       |                        |                            | WCCUSD/BACR        | Dismissal-6:00     | 49    | N/A                    | ASES                       |
| Dover      |                    |                     |       |                        |                            | WCCUSD/BACR        | Dismissal-6:00     | 160   | N/A                    | ASES                       |
| Downer     |                    |                     |       |                        |                            | WCCUSD/YMCA        | Dismissal-6:00     | 110   | N/A                    | ASES                       |
| Fairmont   |                    |                     |       |                        |                            | WCCUSD/LLS         | Dismissal-6:00     | 84    | N/A                    | ASES                       |
| Fairmont   | City of El Cerrito | 7:00-8:30           |       | \$4.50-\$11.25 Per Day | Family Fees                | City of El Cerrito | Dismissal-6:00     |       | \$8.49-\$42.53 Per Day | Family Fees                |
| Ford       |                    |                     |       |                        |                            | WCCUSD/LLS         | Dismissal-6:00     | 140   | N/A                    | ASES                       |
| Grant      |                    |                     |       |                        |                            | WCCUSD/BACR        | Dismissal-6:00     | 95    | N/A                    | ASES                       |
| Harding    | City of El Cerrito | 7:00-8:30           |       | \$4.50-\$15.00 Per Day | Family Fees                | City of El Cerrito | Dismissal-6:00     |       | \$8.49-\$25.65 Per Day |                            |
| Helms      |                    |                     |       |                        |                            | WCCUSD/BACR        | Dismissal-6:00     | 112   | N/A                    | ASES                       |
| Highland   |                    |                     |       |                        |                            | WCCUSD/BACR        | Dismissal-6:00     | 86    | N/A                    | ASES                       |
| Kensington |                    |                     |       |                        |                            |                    |                    |       |                        |                            |
| King       |                    |                     |       |                        |                            | WCCUSD/BACR        | Dismissal-6:00     | 84    | N/A                    | ASES                       |
| Korematsu  |                    |                     |       |                        |                            | WCCUSD/BACR        | Dismissal-6:00     | 86    | N/A                    | ASES                       |
| Lake       |                    |                     |       |                        |                            | WCCUSD/LLS         | Dismissal-6:00     | 153   | N/A                    | ASES                       |
| Lincoln    |                    |                     |       |                        |                            | WCCUSD/BACR        | Dismissal-6:00     | 84    | N/A                    | ASES                       |
| Madera     | City of El Cerrito | 7:00-8:30           |       | \$3.99-\$26.25 Per Day | Family Fees                | City of El Cerrito | Dismissal-6:00     |       | \$7.26-\$43.72 Per Day | Family Fees                |
| Mira Vista |                    |                     |       |                        |                            | WCCUSD/BACR        | Dismissal-6:00     | 84    | N/A                    | ASES                       |
| Montalvin  |                    |                     |       |                        |                            | WCCUSD/LLS         | Dismissal-6:00     | 84    | N/A                    | ASES                       |
| Murphy     |                    |                     |       |                        |                            | WCCUSD/YMCA        | Dismissal-6:00     | 84    | N/A                    | ASES                       |
| Nystrom    |                    |                     |       |                        |                            | WCCUSD/BACR        | Dismissal-6:00     | 84    | N/A                    | ASES                       |
| Olinda     | YMCA               | 7:00-8:30           | 50    | \$77-\$175 Per Month   | Family Fees                | YMCA               | Dismissal-6:00     | 50    | \$194-\$489 Per Month  | Family Fees                |
| Peres      |                    |                     |       |                        |                            | WCCUSD/YMCA        | Dismissal-6:00     | 84    | N/A                    | ASES                       |
| Peres      | YMCA               | 7:00-8:30           | 20    | N/A                    | State Funded               | YMCA               | Dismissal-6:00     | 20    | N/A                    | State Funded               |
| Riverside  |                    |                     |       |                        |                            | WCCUSD/BACR        | Dismissal-6:00     | 84    | N/A                    | ASES                       |
| Sheldon    |                    |                     |       |                        |                            | WCCUSD/YMCA        | Dismissal-6:00     | 84    | N/A                    | ASES                       |
| Steger     |                    |                     |       |                        |                            | WCCUSD/BACR        | Dismissal-6:00     | 124   | N/A                    | ASES/21st Century          |
| Stewart    | YMCA               | 7:00-8:30           | 56    | \$77-\$175 Per Month   | Family Fees                | YMCA               | Dismissal-6:00     | 56    | \$194-\$489 Per Month  | Family Fees                |
| Tara Hills |                    |                     |       |                        |                            | WCCUSD/YMCA        | Dismissal-6:00     | 84    | N/A                    | ASES                       |
| Verde      |                    |                     |       |                        |                            | WCCUSD/BACR        | Dismissal-6:00     | 84    | N/A                    | ASES                       |
| Washington |                    |                     |       |                        |                            | WCCUSD/BACR        | Dismissal-6:00     | 164   | N/A                    | ASES                       |
| Washington | YMCA               | 7:00-8:30           | 46    | \$0-\$175 Per Month    | Family Fees & State Funded | YMCA               | Dismissal-6:00     | 46    | \$0-\$489 Per Month    | Family Fees & State Funded |
| Wilson     |                    |                     |       |                        |                            | WCCUSD/BACR        | Dismissal-6:00     | 84    | N/A                    | ASES/21st Century          |
| Wilson     | YMCA               | 7:00-8:30           | 56    | N/A                    | State Funded               | YMCA               | Dismissal-6:00     | 56    | N/A                    | State Funded               |

**Public Records Log – Marcus Walton**

Included in this week's memo is the log of public records requests received by the district. If you have any questions, please contact me.

**PROJECT LABOR AGREEMENT**

**FOR THE**

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

**THIS AGREEMENT SHALL ONLY APPLY TO WEST CONTRA COSTA  
UNIFIED SCHOOL DISTRICT PROJECTS IDENTIFIED ON ATTACHMENT B**

**PREAMBLE**

This Agreement is made and entered into by and between \_\_\_\_\_ (hereinafter referred to as “Project Manager”) and Employers’ Advocate, Inc. (hereinafter referred to as “Coordinator”) together with other contractors and/or subcontractors who shall become signatory to this Agreement by signing the “Agreement To Be Bound” (Attachment A), (hereinafter referred to as “Contractor(s)”), and the Local Unions signatory hereto and those affiliated with the Building & Construction Trades Department of the American Federation of Labor Congress of Industrial Organizations and the Contra Costa County Building & Construction Trades Council, all on their behalf and on behalf of the various Local Unions involved, (hereinafter referred to as “Union(s)”). The parties agree that this Agreement shall become effective only if each and every Union signatory has executed this Agreement prior to the day the District awards the first contract covered by the scope of this Agreement. The parties further agree that the provisions of this Agreement shall apply only to Projects described in Attachment B (hereinafter referred to as “Project”).

WHEREAS, the successful completion of the Project is of the utmost importance to the West Contra Costa Unified School District (hereinafter referred to as the “District”); and

WHEREAS, a skilled labor pool represented by Building Trades Unions will be required to complete the work involved; and

WHEREAS, the Building Trades Unions agree to cooperate in every way possible with employees of the Contractors; and

WHEREAS, the parties to this Agreement mutually agree that safety, quality, productivity and labor harmony are primary goals; and

WHEREAS, the parties recognize the need for safe, efficient and speedy construction in order to reduce unnecessary delays and result in timely completion of the Project; and

WHEREAS, it is recognized that on projects of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the District, the Unions and Contractors would be best served if the construction work proceeded in an orderly manner without disruption caused by strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the parties desire to establish and stabilize wages, hours and working conditions for the workers employed on the Project, and further, to encourage close cooperation among the parties so that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor(s) and the affected Union(s) except to the extent the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contracts for the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code; and

WHEREAS, District has the right to select the lowest responsive and responsible bidder for the award of the construction contract, or to reject all bids, on the Project; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

NOW THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

### **PURPOSE**

The purposes of this Agreement are to promote efficient construction operations on the Project, to insure an adequate supply of skilled craftspeople and to provide for peaceful, efficient and binding procedure for settling labor disputes. In so doing, the parties to this Agreement establish the foundation to promote the public interest, to provide a safe work place, to assure high quality construction, to ensure an uninterrupted construction project, and to secure optimum productivity, on-schedule performance and District satisfaction.

It is the intent of the parties to set out uniform and fair working conditions for the efficient completion of the Project, maintain harmonious labor/management

relations and eliminate strikes, lockouts and other delays. To the extent permitted by law, it is in the interest of the parties to this Agreement to utilize resources available in the local area, including those provided by minority-owned, women-owned, small, disadvantaged and other businesses.

## ARTICLE 1

### DEFINITIONS

**“District”** means West Contra Costa Unified School District;

**“Coordinator”** means the individual, company or entity responsible for the administration and application of this Agreement.

**“Contractor”** means a general contractor and/or subcontractor, at any tier, performing covered construction work on the Project;

**“Project”** means all projects described in Attachment B, as may be amended from time to time with the mutual written consent of the District and Building and Construction Trades Council on behalf of its affiliated members;

**“Building Trades Council” or “Council”** means the Contra Costa County Building and Construction Trades Council;

**“Union”** means the Unions (singularly or collectively) that are signatory to this Agreement;

**“Master Collective Bargaining Agreement” or “Local Collective Bargaining Agreement”** means the local collective bargaining agreements for the affected crafts negotiated by the historically recognized collective bargaining parties in the area. Copies of all such collective bargaining agreements shall be on file with the District and are incorporated herein by reference.

## ARTICLE 2

### SCOPE OF AGREEMENT

- 2.1 This Agreement shall apply to all construction work including demolition, site preparation, alteration and repair on those Projects identified in Attachment B of this Agreement and any related change order.
- 2.2 This Agreement shall apply only to construction/craft employees working on this Project represented by the Unions signatory hereto, and shall not apply to Contractors’ technical or non-manual employees including, but not limited to, executives, engineers, office and clerical employees, drafters, supervisors above the classification of general foreman, timekeepers, messengers, or inspectors,

material testers, and/or x-ray technicians, except to the extent that such inspectors, material testers, and/or x-ray technicians are customarily covered by the Local Collective Bargaining Agreement and as to which classification a prevailing wage determination has been published.

- 2.3 There shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices. Lawful fabrication provisions of the appropriate national or local collective bargaining agreements shall be applicable.
- 2.4 It is recognized by the parties to this Agreement that the signatory Coordinator and Contractor(s) are acting only on behalf of said Coordinator and Contractor(s), and said Coordinator and Contractor(s) have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the District.
- 2.5 It is expressly agreed and understood by the parties hereto that the District shall retain the right at all times to perform and/or subcontract all portions of the construction and related work on the Project site not covered by this Agreement.
- 2.6 The working conditions and hours of employment herein provided have been negotiated between the parties signatory to this agreement.
- 2.7 Without limiting the foregoing, items specifically excluded from the scope of this Agreement include the following:
  - (a) Equipment and machinery owned or controlled and operated by the District;
  - (b) All employees of any Contractor, design team or any other consultant of the District not performing manual labor within the scope of this Agreement;
  - (c) Any work performed on or near or leading to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors, or by public utilities or their contractors, and/or by the District or its contractors (for work which is not part of the scope of this Agreement);
  - (d) Off-site maintenance of leased equipment and on-site supervision of such work;
  - (e) Laboratory or specialty testing or inspection not ordinarily done by the signatory local unions;
  - (f) Non-construction support services contracted by the District or any Contractor in connection with this Project; and

- (g) All work by employees of the District.
- 2.8 Work covered by the Project Labor Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors, except that Articles 5, 6 and 11 of the Project Labor Agreement will apply to such work.

### **ARTICLE 3**

#### **SUBCONTRACTS**

- 3.1 Each Contractor(s) agrees that neither it nor any of its subcontractors will subcontract any work to be done on the Project except to a person, firm, or corporation who is or becomes party to this Agreement. Any Contractor(s) or subcontractor working on the Project shall, as a condition of working on the Project, become signatory to and perform all work under the terms of this Agreement.
- 3.2 A subcontractor is defined as any person, firm or corporation who agrees under contract with the Contractor(s), or a subcontractor of the Contractor, at any tier, to perform on the Project, any part or portion of the construction work covered by the prime contract, including the operating of construction equipment, performance of labor and/or installation of materials.
- 3.3 The Contractor(s) has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Contractor(s) elect to subcontract, the Contractor(s) shall continue to have such primary obligation.
- 3.4 The Contractor shall provide in the subcontract that the subcontractor will pay the wages and benefits and will observe the hours and all other terms and conditions of this Agreement. The Contractor shall remain liable for any delinquency by such subcontractor in the payment of any wages or fringe benefits provided herein, including payments to Health & Welfare, Pension, Vacation/Holiday, Dues and Training & Retraining Funds to the extent provided by law.
  - 3.4.1 The contractor(s) will give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either five (5) days of entering such subcontract or before the subcontractor commences work on the Project, whichever occurs first, and shall specify the name and address of the subcontractor. Written notice at a Pre-Job Conference shall be deemed written notice under this provision for those subcontractors listed at the Pre-Job only.

- 3.4.2 The provisions of this Section 3.4 shall be applied consistently with the District's Labor Compliance Program, and only to the extent permitted by law and, notwithstanding any other provision of this Agreement, no aspect of the subcontractors' clause, including its enforcement, may be enforced by or subject to strike action or any other labor disruption.

#### **ARTICLE 4**

##### **RELATIONSHIP BETWEEN PARTIES**

- 4.1 This Agreement shall only be binding on the signatory parties hereto, and shall not apply to parents, affiliates, subsidiaries, or other divisions of the Coordinator and signatory Contractor(s) unless signed by such parent, affiliate, subsidiary, or other division of such company.
- 4.2 Each Contractor(s) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement except as modified by Article 3. Any alleged breach of this Agreement by a Contractor(s) or any dispute between the signatory Union(s) and the Contractor(s) respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each other Contractor(s) party to this Agreement.
- 4.3 It is mutually agreed by the parties that any liability by a signatory Union(s) to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union(s) shall not affect the rights, liabilities, obligations and duties between the signatory Contractors and the other Unions party to this Agreement.

#### **ARTICLE 5**

##### **NO STRIKES - NO LOCKOUTS**

- 5.1 During the life of this Agreement, the Union(s) and its members, agents, representatives and employees shall not incite, encourage, condone or participate in any strike, walkout, slowdown, boycott, sympathy strike, picketing or other work stoppage of any nature whatsoever, for any cause whatsoever, or any other type of interference of any kind, coercive or otherwise, and it is expressly agreed that any such action is a violation of this Agreement.
- 5.1.1 Withholding employees for failure of a Contractor(s) to tender trust fund contributions as required in accordance with Article 16 or failure to meet its weekly payroll obligations, after 24 hours advance written notice, by facsimile, to the General Contractor and the Coordinator, is not a violation of this Article 5.

Should a Contractor performing work on the Project be delinquent in the payment of Trust Fund contributions required under this Agreement with respect to employees represented by the Union, the Union may request, that the General Contractor issue joint checks payable to the Contractor and the appropriate employee benefit Trust Fund(s) until such delinquencies are satisfied. Any Trust Fund claiming that a Contractor is delinquent in its fringe benefit contributions to the funds, will provide written notice of the alleged delinquency to the affected Contractor, with copies to the General Contractor and or the District. The notice will indicate the amount of delinquency asserted and the period that the delinquency covers. It is agreed, however, with respect to contractors delinquent in trust or benefit contribution payments, that nothing in this Agreement shall affect normal contract remedies available under the local collective bargaining agreements. If the General Contractor is delinquent in the payment of Trust Fund(s) contributions for covered work performed on this project, the General Contractor agrees that the affected Trust Fund(s) may place the District on notice of such delinquencies and the General Contractor further agrees that the District may issue joint checks to the General Contractor and the Trust Fund(s) until the delinquency is satisfied.

- 5.1.2 Expiration of Local and Other Applicable Agreements. It is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, boycott or other work stoppage of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at the Project and/or failure of the parties to that agreement to reach a new contract. In the event that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue to the Project on one of the following two bases, both of which will be offered by the Union(s) involved to the General Contractor and the Contractors affected:
- (a) Each of the Union(s) working with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Union(s) involved in such expiring contract(s) may each propose wage rates and Contractor contribution rates to employee benefits funds different from what those rates were under the expiring contract(s). Said interim agreement(s) would be superseded by any subsequently reached industry agreement(s) as of the date the industry agreement is reached. The terms of the Union's interim agreement offered to the Contractor will be no less favorable than the terms offered by the Union to any other Contractor or group of Contractors covering commercial construction work in Contra Costa County; or
  - (b) Each of the Union(s) with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and Contractor contribution rates to the employee



benefit funds, if the Contractor(s) affected by that contract agree to the following retroactivity provisions; if a new local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the period between the effective dates of such labor agreements, an amount equal to any such retroactive wage and benefit increases established by such new labor agreement, retroactive to whatever dates are provided by the new local, regional or other applicable agreement for such increase to go into effect, for each employee's hours of work on the Project during the retroactivity period. All parties agree that such affected Contractor shall be solely responsible for any retroactive payments to its employees and trust funds and that neither the General Contractor nor the District has any obligations, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments from any other Contractor.

The General Contractor and the affected Union will mutually decide for each affected subcontractor (after consultation with each such subcontractor) between the above two options of having its subcontractor continue to work on the Project under the terms of the interim agreement offered under paragraph (a) above by the Union, or having its subcontractor continue to work on the Project on the retroactivity basis established under paragraph (b) above. The General Contractor and the affected Union may mutually decide upon the interim agreement option for some subcontractors and the retroactivity option for other subcontractor(s). To decide between the two options, the General Contractor will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the General Contractor in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date.

- 5.3 If a violation of this Article occurs, upon written facsimile or telegraphic notice of such violation to the Local and International Union(s) offices, the Union(s) and its officers shall take immediate action and will prevent, end or avert any such aforementioned activity or the threat thereof by any of its officers, members, representatives or employees, either individually or collectively, including but not limited to, publicly disavowing any such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work and comply with its orders. The Contractor(s) shall have the right, in the event of a work stoppage by the Union(s) to replace the employees represented by the Union(s) in violation of this Agreement in any way the Contractor(s) chooses, until the Union(s) effects the return to work of such employees. Nothing in this

Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article 5.

- 5.4 In consideration of the foregoing, the Contractor(s) shall not incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term “lockout” does not refer to the discharge, termination or layoff of employees by the Contractor(s) for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does “lockout” include the District’s or Contractors’ decision to terminate or suspend work on the site or any portion thereof for any reason.
- 5.5 Any employee or employees inciting, encouraging or participating in any strike, slowdown, picketing, sympathy strike or other activity in violation of this Agreement is subject to immediate discharge and the procedure of Article 11, if invoked.
- 5.6 Any party to this Agreement may institute the following binding arbitration procedure when such a breach is alleged. In the event a party institutes this procedure, arbitration shall be mandatory.
- 5.6.1 The party invoking this procedure shall immediately notify Gerald McKay, who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, the alternate permanent arbitrator, Thomas Angelo, shall be immediately contacted. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, telegraph or similar means to the party alleged to be in violation and the involved Union General President.

Gerald McKay’s address, phone number and fax number, are:

P.O. Box 406  
Burlingame, CA 94011-0406  
Phone: (650) 588-6655  
Fax: (650) 340-1511

Thomas Angelo’s address, phone number and fax number are:

Thomas Angelo  
P.O. Box 1937  
Mill Valley, CA 94942  
Phone: (415) 381-1701  
Fax: (415) 380-9792

- 5.6.2 Upon receipt of said notice the Arbitrator named above or the alternate shall designate a place for, schedule and hold a hearing within twenty-four (24) hours.
- 5.6.3 The Arbitrator shall notify the parties by facsimile, telegram or similar means of the place and time chosen for the session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.
- 5.6.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court or other arbitration proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator shall order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.
- 5.6.5 The award shall be final, binding and non-reviewable as to the merits, and may be enforced by any court of competent jurisdiction, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Facsimile, telegraphic or similar notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 5.6.4 of the Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
- 5.6.6 Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued.
- 5.6.7 The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be divided equally between the parties to the arbitration.
- 5.6.8 The procedures contained in Section 5.6 shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article shall be subject to the grievance and arbitration procedures of Article 11.

## **ARTICLE 6**

## **WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

- 6.1 All Contractors and subcontractors shall stipulate to and have the responsibility for making work assignments in accordance with the current rules, regulations and procedures of the Plan for Settlement of Jurisdictional Dispute in the Construction Industry approved by the Building & Construction Trades Council AFL-CIO, or any successor plan.
- 6.2 There will be no strikes, no work stoppages or slowdowns or other interferences with the work because of jurisdictional disputes.
- 6.3 Where a jurisdictional dispute exists and cannot be resolved by the Local Unions involved, it shall be referred for resolution to the International Unions. The resolution of the dispute shall be reduced to writing, signed by the authorized representative of the International Unions and the Contractor(s). The original assignments made by the Contractor(s) shall be followed until such time as the dispute is resolved in accordance with this Section.
  - 6.3.1 In the event that the respective International Unions of the disputing Locals and the Contractor(s) are unable to resolve the dispute within five (5) days from the date of referral, the dispute may be referred by any of the Interested Parties to the arbitration system of the Plan for the Settlement of Jurisdictional Disputes referred to in Section 6.1 of this Article.
- 6.4 There shall be no work stoppage, work interruption, strike, sympathy strikes, picketing, hand-billing or public notices of any kind while any jurisdictional dispute is being resolved. Pending resolution of the dispute, the work shall continue uninterrupted as originally assigned by the Contractor(s). The Contractor(s) shall have the right, in the event of a work stoppage by the Union(s), to replace the employees represented by the Union(s) in violation of this Agreement in any way the Contractor(s) choose, until the Union(s) effects the return to work of such employees.

## **ARTICLE 7**

### **COORDINATOR**

- 7.1 Employers' Advocate, Inc., as the above-named Coordinator, is responsible for the administration and application of this Agreement, but neither the Coordinator or the District shall incur any liability as a consequence of such administration or application.
- 7.2 The Coordinator shall endeavor to facilitate harmonious relations between the Contractors and Unions signatory hereto and will conduct the monthly joint Labor/Management meeting referred to in Article 8 below. The Coordinator shall

not be responsible for the acts of the Contractors or Unions signatory hereto, and will not be a party to any arbitration or litigation arising out of this Agreement.

## **ARTICLE 8**

### **JOINT LABOR/MANAGEMENT MEETINGS**

- 8.1 A joint Labor/Management meeting will be held on a monthly basis between the Coordinator, the Contractors and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the Craftspersons and the Contractors on the Project. These monthly meetings will also include discussion of the scheduling and productivity on work performed on the Project.
- 8.2 A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor(s) covered hereby, a Pre-Job Conference and/or Mark-Up Meeting shall be required upon request of any Union(s), Contractor(s) or the Coordinator.
- 8.3 The Contractor performing the work shall have the responsibility for making work assignments in accordance with Section 6.1 of this Agreement. The work assignments shall be made in writing. Any craft objecting to the Contractor's proposed assignment of work shall have ten (10) working days from the date of the mark-up meeting to submit written objections to the Contractor before the Contractor makes the work assignments final.
- 8.4 The Coordinator will schedule and attend all Pre-Job and Mark-Up Meetings and participate in discussions as they pertain to the terms and conditions of this Agreement.

## **ARTICLE 9**

### **MANAGEMENT RIGHTS**

- 9.1 The Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:
  - A. Plan, direct and control the operation of all the work.

- B. Decide the number and types of employees required to perform the work safely and efficiently.
- C. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
- D. Require all employees to observe the Contractors' Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite. The Contractor may implement drug testing on the job consistent with the drug testing procedures contained in the applicable craft agreement.
- E. Discharge, suspension or discipline will be handled under the applicable craft agreement.
- F. Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work assigned, including overtime work, however, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure.
- G. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or design in accordance with Article 21.
- H. The foregoing listing of management rights shall not be deemed to exclude other legal rights and functions not specifically set forth herein.

## **ARTICLE 10**

### **WORK RULES**

- 10.1 The selection of craft foremen and general foremen shall be entirely the responsibility of the Contractor(s), it being understood that in the selection of such foremen, the Contractor(s) will give first consideration to the qualified individuals available in the local area and in accordance with the Craft's local Collective Bargaining Agreement. Foremen and general foremen shall take orders from the designated Contractor(s) representatives.
- 10.2 There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Craftpersons using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen.

- 10.3 Security procedures for control of tools, equipment and materials are solely the responsibility of Contractor(s).
- 10.4 A badge system may be used to check in and out. Each employee must personally check in and out. The Contractor(s) will provide adequate facilities for check in and out in an expeditious manner.
- 10.5 Employees shall be at their place of work (as designated by the Contractor at the pre-job meeting) and ready to work at the starting time and shall remain at their place of work performing their assigned functions until quitting time. A reasonable time will be allowed for employees to put company and personal tools in secured storage and return to the parking lot by quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage.
- 10.6 Slowdowns, standby crews and featherbedding practices will not be tolerated.
- 10.7 It is understood by the Contractor(s) and agreed to by the Union(s), that the employees of the Contractor(s) will perform the work requested by the Contractor(s) without having any concern or interference with any other work performed by any employees of the District or others who are not covered by this Agreement including, but not limited to, maintenance and operations.
- 10.8 Rest periods shall be provided in accordance with Industrial Welfare Commission Wage Order 16. Employees will be permitted to have personal thermos bottles, the contents of which may be consumed during working hours at their assigned work locations.
- 10.9 All foremen will remain with their crews and supervise such crews in the performance of their duties.
- 10.10 There shall be no interference with vendor or supplier deliveries of equipment, apparatus, machinery and construction materials to the jobsite since such deliveries shall not fall under this Agreement. Unloading of the above will be performed by signatory Contractors' employees.
- 10.11 The Contractor(s) will furnish facilities for storage of tools, adequate sanitary facilities and clean, heated, dry change rooms. However, Contractor(s) will incur no liability for loss, theft, or damage to personal tools left in tool storage not provided by the Contractor(s). The Contractor(s) has the right to take any reasonable action deemed necessary to control tool losses. Personal tools when brought onto the jobsite at time of employment may be inventoried as to type and number of tools and condition. Tool provision and losses will be handled according to the individual craft local agreements.
- 10.12 The Contractor(s) and the Unions recognize the necessity for promoting efficiency and agree that no rules, customs or practices shall be permitted that

cause overmanning, limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kind of machinery, tools or labor-saving devices, except as required by the Project documents or accepted construction practices. However, the lawful manning provisions of the Craft local agreements shall be recognized.

- 10.13 Employees shall receive a one-half hour lunch period with pay and meals at the expense of the Contractor(s) if the employee is required to work beyond ten (10) consecutive hours (not including the regular one-half hour lunch period), and after working each additional four (4) hours. If meals are not provided, a meal allowance of \$10.00 will be paid in lieu thereof.

## **ARTICLE 11**

### **GRIEVANCE PROCEDURE**

- 11.1 All disputes concerning the interpretation and/or application of this Agreement which do not fall within the Article 5 No-Strike No-Lockout procedure shall be governed by the following grievance and arbitration procedures. All other disputes shall be governed by the grievance and arbitration procedures contained in the applicable local collective bargaining agreement.
- 11.2 A grievance shall be considered null and void if not brought to the attention of the Contractor(s) within five (5) working days after the grievance is alleged to have occurred or within five (5) working days after the Union's first knowledge of the grievance. Similarly, a grievance shall be considered null and void if not brought to the attention of the Union(s) within five (5) working days after the grievance is alleged to have occurred or within five (5) working days after the Contractor(s)' first knowledge of the grievance.
- 11.3 Grievances shall be settled according to the following Steps:
- Step 1: The steward or business representative and the grievant shall attempt to resolve the grievance with the craft supervisor.
  - Step 2: In the event the matter remains unresolved for five (5) working days in Step 1 above, within five (5) working days thereafter, the grievance shall be reduced to writing and may then be referred by the Union to the Contractor(s) for discussion and resolution.
  - Step 3: In the event the matter remains unresolved for five (5) working days in Step 2, either Party may request, within five (5) working days thereafter, that the dispute be submitted to arbitration.



Step 4. The Parties agree that the Arbitrator who will hear the grievance shall be selected from among the following: Gerald McKay, Thomas Angelo, Morris Davis, William Riker and Geri-Lou Cossack. The Arbitrator shall be selected on a rotating basis and the Coordinator shall be responsible for advising the parties as to which Arbitrator is next in line to resolve the dispute. If the Arbitrator next in line is unavailable to hear the dispute within a reasonable time period in the opinion of the parties, the next Arbitrator in line shall serve as the Arbitrator of the dispute.

11.4 The arbitration procedure contained herein, once invoked, shall be mandatory. Should a Party to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed in to a default award. The Arbitrator's award shall be final and binding on all Parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the Parties. The Arbitrator's decision shall be confined to the question(s) posed by the grievance and the Arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.

11.5 The time limits set out in this procedure may, upon mutual agreement, be extended. Any request for arbitration, request for extension of time limits, and agreement to extend such time limits shall be in writing.

11.6 The Contractor(s), as well as the Union, may bring forth grievances under this Article.

## **ARTICLE 12**

### **UNION RECOGNITION AND REPRESENTATION**

12.1 All employees working on the project shall be governed by the applicable union security clause of the applicable craft's Schedule A Agreement. Employees hired by the Contractor(s) shall, as a condition of employment, be responsible for the payment of the applicable monthly dues, working dues and any associated fees uniformly required for union membership in the local union which is signatory to this agreement. Further, there is nothing in this Agreement that would prevent non-union employees from joining the local union.

12.2 The Contractor(s) recognizes the Unions signatory hereto as the sole and exclusive collective bargaining representatives for its craft employees on the Project.

12.3 Authorized representatives of the Unions shall have access to the site during established working hours, provided they do not unduly interfere with the work of

the employees. Authorized representatives of the Unions shall comply with the District's generally applicable visitor and security rules.

- 12.4 A Steward shall be a working journeyman appointed by the authorized union representative of the Local Union(s) who shall, in addition to work as a journeyman, be permitted to perform during working hours such Union(s) duties as cannot be performed at other times which consists of those duties assigned by the Business Manager or Business Agent. The Union(s) agrees that such duties shall be performed as expeditiously as possible and the Contractor(s) agrees to allow the Steward a reasonable amount of time for the performance of such duties. It is understood and agreed that the Steward's duties do not include any matters relating to referral or hiring. The Steward shall not leave the work area without notifying the appropriate supervisor.
- 12.5 The Steward will be paid at the journeyman wage for the job classification in which the Steward is employed.
- 12.6 The treatment of stewards shall be in accordance with the applicable craft agreement.

### **ARTICLE 13**

#### **REFERRAL**

- 13.1 Contractors performing construction work on the Project described in the Agreement shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto when such procedures are not in violation of Federal law. The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with Article 19.
- 13.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).
- 13.3 In the event referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period after such requisition is made by the Contractor(s) (Saturday, Sunday and holidays excluded), the Contractor(s) shall be free to obtain employees from any source.
- 13.4 The Unions shall exert their utmost efforts, including requesting assistance from other Local Unions, to recruit sufficient number of skilled Craftpersons to fulfill the labor requirements of the Contractors.

- 13.5 Recognizing the special needs of this Project and the acute shortage of skilled craftspeople, the Unions shall consider a Contractor's request to transfer key employees to work on this Project in a manner consistent with the Union's referral procedures.

#### **ARTICLE 14**

##### **NON-DISCRIMINATION**

- 14.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act or any other basis recognized by law.

#### **ARTICLE 15**

##### **APPRENTICES**

- 15.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Contractor(s) will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.
- 15.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.
- 15.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

#### **ARTICLE 16**

##### **WAGE SCALES and FRINGE BENEFITS**

- 16.1 All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local agreements which have been negotiated by the historically recognized bargaining parties and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to California Labor Code.
- 16.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically

recognized local bargaining parties on the effective date as set forth in the applicable collective bargaining agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

- 16.3 The Contractors hereby adopt and agree to be bound by the written terms of the legally established local trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such appropriately qualified employee fringe benefit funds established by such appropriate local agreements. The Contractors authorize the parties to such local trust agreements to appoint Trustees and successor Trustees to administer the trust funds, and hereby ratify and accept the Trustees so appointed as if made by the Contractors.
- 16.4 Wages due shall be paid to all employees weekly, not later than on Friday, and not more than three (3) days' wages may be withheld and shall be paid before the end of the work shift. Payment shall be made by check with detachable stub.
- 16.5 When an employee is discharged, the employee shall be paid wages due immediately. If an employee voluntarily terminates, wages due shall be paid in accordance with California State Law.

## **ARTICLE 17**

### **HOURS OF WORK, OVERTIME and SHIFTS**

- 17.1 Hours or Work: The work week will start on Monday and conclude on Sunday. Eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 5:30 p.m. with one-half (1/2) hour designated for lunch midway through the shift. Forty (40) hours per week, Monday through Friday, shall constitute a regular week's work. The foregoing provisions of this Article are applicable unless otherwise provided in the General Prevailing Wage Determinations made by the Director of Industrial Relations pursuant to California Labor Code. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week.
- 17.2 Overtime: Overtime will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code.
- 17.3 Shifts: The Contractor(s) shall have the right to establish shifts for any portion of the work in accordance with this Section, and applicable law.

## **ARTICLE 18**

## **HOLIDAYS**

- 18.1 Holidays will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code.

## **ARTICLE 19**

### **REPORTING PAY**

- 19.1 Any employee reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Any employee who starts work shall receive at least four (4) hours pay at the regular straight time hourly rate. Any employee who works beyond four (4) hours shall be paid for actual hours worked.
- 19.1.1 Whenever minimum reporting pay is provided for employees, they will be required to remain at the project site available for work for such time as they receive pay, unless released sooner by the principal supervisor of the Contractor(s) or its designated representative.
- 19.1.2 The provisions of this Section are not applicable where the employee voluntarily quits in which case the employee shall be paid for the actual time worked.
- 19.2 It will not be a violation of this Agreement when the District or Contractor(s) consider it necessary to shut down because of an emergency situation that could endanger life or property. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the District or Contractor(s) request employees to wait in a designated area available for work, the employees will be compensated for the waiting time.

## **ARTICLE 20**

### **TRAVEL, SUBSISTENCE and ZONE PAY**

- 20.1 Travel, subsistence and zone pay will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code.

## **ARTICLE 21**

### **HEALTH AND SAFETY**

- 21.1 The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractor(s), be bound by the safety rules and regulations as established by the District and Contractor(s) and in accordance with OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.
- 21.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor(s) on the Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the contractor(s). Nothing in this Agreement will make the Union(s) or District liable to any employee or to other persons in the event that injury or accident occurs.
- 21.3 A convenient supply of cold and potable drinking water shall be provided by the Contractor(s).
- 21.4 The Contractor(s) and Union(s) agree to abide by the substance abuse policy contained in the respective Master Collective Bargaining Agreements for the affected crafts. The Contractor(s) and Union(s) agree to abide by any no smoking policy applicable to District property.

## **ARTICLE 22**

### **SECURITY OF MATERIAL, EQUIPMENT and TOOLS**

- 22.1 Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the Contractor(s).
- 22.2 All employees will comply with the security procedures established by the Contractor(s) and the District.
- 22.3 Theft and/or loss of the District's tools and equipment is a major concern on the Project. The District's Security Regulations will be strictly enforced.
- 22.4 Violations or failure to comply with the District's Security Regulations while on the Project jobsite may result in termination and/or exclusion from the Project jobsite.

## **ARTICLE 23**

### **CALL INS**

- 23.1 Call ins will be governed by the applicable craft collective bargaining agreement.

## **ARTICLE 24**

### **ENTIRE AGREEMENT**

- 24.1 This Agreement represents the complete understanding of the parties but shall not affect the validity of the District's Project documents. In the event of conflict between this Agreement and the Project documents, the Project documents shall take precedence.
- 24.2 The Unions agree that this Agreement covers all matters affecting wages, hours and other terms and conditions of employment, and that during the terms of this Agreement, neither the Contractor(s), nor the Union(s) will be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement except by mutual agreement of the Unions involved and the Coordinator.
- 24.3 Any other agreement or modification of this Agreement must be reduced to writing and signed by the Coordinator and the Unions involved.

## **ARTICLE 25**

### **GENERAL SAVINGS CLAUSE**

- 25.1 It is not the intention of either the Contractor(s) or the Union(s) parties to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal, state or local government, the parties shall suspend the operation of each such article or provision during the period of invalidity. Such suspension shall not affect the operation of any provision covered in this Agreement to which the law or regulation is not applicable. Further, the Contractor(s) and Union(s) agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

25.2 In the event that a decision of a Court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

**ARTICLE 26**

**DURATION OF AGREEMENT**

26.1 This Agreement shall become effective on the day the District awards the first contract covered by the scope of this Agreement, provided that all Union signatories have first executed this Agreement, and shall continue in full force and effect until the Projects are complete. The parties may mutually agree in writing to amend, extend or terminate this Agreement at any time.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contra Costa Building &  
Construction Trades Council  
By: Greg Feere, Executive Officer

**PROJECT LABOR AGREEMENT**

SIGNATURES (continued)

**Signatory Unions:**

\_\_\_\_\_  
Asbestos Workers Local #16

\_\_\_\_\_  
Hod Carriers Local #166

\_\_\_\_\_  
Bricklayers # & Allied Craft Workers Local #3

\_\_\_\_\_  
Iron Workers Local #378

\_\_\_\_\_  
Northern California Carpenters  
Regional Council

\_\_\_\_\_  
Northern California District Council  
of Laborers



\_\_\_\_\_  
Laborers Local #67

\_\_\_\_\_  
District Council of Plasterers & # Cement  
Masons

\_\_\_\_\_  
Electricians Local #302

\_\_\_\_\_  
Plasterers Local #66

\_\_\_\_\_  
Plumbers Local #159

\_\_\_\_\_  
Roofers Local #81

\_\_\_\_\_  
Teamsters Local #315

\_\_\_\_\_  
Operating Engineers Local #3

\_\_\_\_\_  
Painters & Allied Trades District  
Council #16

\_\_\_\_\_  
Pile Drivers Local #34

\_\_\_\_\_  
Sheet Metal Workers Local #104

\_\_\_\_\_  
Sprinkler Fitters Local #483

\_\_\_\_\_  
Steamfitters Local #342

**PROJECT LABOR AGREEMENT**

SIGNATURES (Continued)

\_\_\_\_\_  
Boilermakers Local 549

\_\_\_\_\_  
Underground Utility/Landscape #355

\_\_\_\_\_  
Laborers Local #324

\_\_\_\_\_  
Elevator Constructors Local #8

\_\_\_\_\_  
Lathers Local #68L

**ATTACHMENT "A"**  
**PROJECT LABOR AGREEMENT**  
**FOR**  
**THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**  
**BETWEEN**

---

**AND**  
**SIGNATORY CONTRA COSTA COUNTY BUILDING CONSTRUCTION**  
**TRADES UNIONS**

**AGREEMENT TO BE BOUND**

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on \_\_\_\_\_, (hereafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the "Project Labor Agreement" (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

Accepts and agrees to be bound by the terms and conditions of the AGREEMENT, together with any and all amendments and supplements now existing or which are later made thereto:

The CONTRACTOR agrees to be bound by the legally established local trust agreements as set forth in Article 16 of this AGREEMENT.

The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;

Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a Subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Name of Prime Contractor or Higher Level Subcontractor)

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone) (Fax)

**ATTACHMENT "B"**  
**PROJECTS SUBJECT TO PROJECT LABOR AGREEMENT**  
**FOR**  
**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

- 1. Harding Elementary School**
- 2. Hercules Elementary School**
- 3. Lincoln Elementary School**
- 4. Madera Elementary School**
- 5. Montalvin Elementary School**
- 6. Peres Elementary School**
- 7. Riverside Elementary School**
- 8. Stewart Elementary School**
- 9. Verde Elementary School**

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**DOCUMENT 00 80 00**

**PROJECT LABOR AGREEMENT IMPLEMENTATION**

**JOINT LABOR / MANAGEMENT PROGRAM GUIDELINES**

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

**If any provision in this document is inconsistent with the provisions in the Project Labor Agreement (PLA) which is attached hereto, the provisions in the PLA shall control.**

The District's Labor Coordinator ("LC" or "PLA Consultant") will assist the District in coordinating and/or implementing the PLA.

**I. Program Inquiries and Concerns**

- A. Building Trades affiliates should first contact the general contractor with inquiries or concerns regarding PLA compliance or apprenticeship certification. The general contractor and subcontractor will attempt to resolve the issue.
- B. If not resolved, Program inquiries and concerns from the Building Trades regarding PLA compliance and apprenticeship compliance should be submitted in writing by email or letter to the Labor Coordinator with copies to the general contractor and the District. Building Trades affiliates should not contact Board members with inquiries or concerns regarding the Program.
- C. If the issue remains unresolved, the Labor Coordinator will schedule a meeting with the general contractor, subcontractor, and union(s).
- D. If after the meeting between the general contractor, subcontractor, union(s) and Labor Coordinator, the issue remains unresolved, the Labor Coordinator will notify the District.

**II. Bidding Phase**

- A. Program requirements must be included in general contractor's bid specifications (i.e. PLA, Apprentice Resolution No. 80-0203, and pre-job/mark-up meetings).
- B. Labor Coordinator will research apprenticeship programs qualifying for Apprentice Resolution No. 80-0203.
- C. Labor Coordinator will meet with the District to schedule pre-jobs/mark-up meetings with General Contractor (10 days after notice to proceed issued to the general contractor)
- D. District, Labor Coordinator, and Labor Compliance Monitor (if any) will participate in project pre-construction conferences to review Program requirements.

**III. Pre-Construction Phase**

- A. Coordination and Administration of Pre-Jobs/Mark-Up Meetings
  - 1. Labor Coordinator will provide pre-job/mark-up forms for contractors.

2. Labor Coordinator will review PLA and Apprentice Resolution No. 80-0203 in orientation meeting with contractor prior to pre-job conference with Building Trades.
3. Labor Coordinator will schedule and conduct pre-job/markup meetings with Building Trades and contractors.
4. Labor Coordinator will forward completed mark-up forms to Building Trades.

B. Contractor Verification

1. Labor Coordinator collects Apprenticeship Certificates of Compliance and PLA Attachment "A" for entry into database.
2. Labor Coordinator verifies subcontractor state licensing via Contractors' State License Board website and apprenticeship program participation from the Division of Apprenticeship Standards. The Labor Coordinator shall request an updated list of eligible apprenticeship programs from the Division of Apprenticeship Standards once per year. If a contractor asserts that an apprenticeship program not listed by the Division of Apprenticeship Standards complies with Resolution 80-0203, the contractor must provide information to the Labor Coordinator demonstrating that the program in question complies with the Resolution.
3. Labor Coordinator notifies District in writing of any licensing irregularities.
4. Labor Coordinator notifies general contractors of deficient or missing Certificates of Compliance and PLA Attachment "A".
  - a. Labor Coordinator notifies the District in writing when no certification is received within 30 days following deficiency notice.
  - b. If the required documentation is not received within 30 days following the initial deficiency notice, the District sends a second notification to the general contractor and affected subcontractor of violation with copies to the Labor Coordinator.
5. If a challenge or inquiry regarding apprenticeship is made by an outside entity, the Labor Coordinator will review the issue with the general contractor and inquiring party.
  - a. If the issue is not resolved, the Labor Coordinator will coordinate with District staff and legal counsel for a final determination.

IV. Construction Phase

- A. Labor Coordinator will continue to schedule and conduct mark-up meetings during the course of construction.
- B. Labor Coordinator will conduct Joint Labor/Management meetings on a monthly basis or as otherwise needed.

V. Monitoring

- A. All contractors performing work are required to sign in at each jobsite daily.

- B. General contractors shall be responsible for reporting new and tiered subcontractors.
- C. Labor Coordinator will report new and tiered subcontractors identified at mark-up meetings.

Labor Coordinator will schedule jobsite meetings on a quarterly basis with construction managers, if any, and general contractors to review subcontractor apprenticeship certification, PLA Attachment "A", subcontractor list, and subcontractor mark-up status.



# West Contra Costa Unified Technology Plan

July 1, 2017 - June 30, 2020

The Technology Plan is driven by the West Contra Costa Unified School District's Local Control Accountability Plan (LCAP) Goals:

- Improve student achievement for all students and accelerate student learning increases for English Learner (EL) and low income (LI) students.
- Improve instructional practice through professional development and professional learning communities at schools and recruiting and retaining high quality teachers and principals.
- Increase parent and community engagement, involvement, and satisfaction.
- Improve student engagement and climate outcomes, and allocate services to English Learner (EL) and Low Income (LI) students.
- Provide basic services to all students, including facilities, access to materials and technology.

Furthermore, the Educational Technology Team is dedicated to:

- Providing and coordinating full time coaching support in the classroom.
- Facilitating the integration of technology into instruction district-wide.
- Supporting schools with professional development to improve capacity in integrating technology into regular classroom practice using the SAMR (Substitution Augmentation Modification Redefinition) model of technology integration and the 4Cs: Collaboration, Creativity, Critical Thinking, and Communication.

**Costs:** As of yet unbudgeted for fiscal year 2018-2020 - \$3,220,959 to be divided as follows: Bond: \$2,420,959; General Funds: \$800,000



**Public Records Request Log 2016 - 2017**  
**Week Ending April 20, 2017**

|    | <b>Date of Receipt</b> | <b>Requestor</b>   | <b>Requested Records/Information</b>  | <b>Current Status</b>   |
|----|------------------------|--|---|---|
| 29 | 9/14/16                | Matt Cagle<br>American Civil Liberties Union                 | Surveillance Technology and Digital Searches beginning January 1, 2013 – Present  | 12/2/16 Documents sent via email<br>3/31/17 Documents sent via email<br><br>Gathering/Reviewing additional DOCs<br>Response due by 5/5/2017 |
| 60 | 1/30/17                | Anton Jungherr   | Long-Range Facilities Master Plan / Implementation Plan / Determination on Estimated Available Funds  | 3/22/17 Email Sent<br><br>Gathering Documents   |
| 65 | 2/7/17                 | Casey Hazelhofer<br>Law Offices of Young, Minney & Corr. LLP | All WCCUSD Elementary & Middle Schools Student Data, Enrollment, School Site Data   | 3/31/17 Documents sent via email<br><br>Gathering / Reviewing Additional DOCs   |
| 71 | 3/9/17                 | Aaron Rabinowitz<br>Baker & Hostetler LLP                    | Helms Middle School Restrooms / All Fire Report Records January 1, 2007 – Present   | 4/18/17 Documents sent via email<br><b>COMPLETED</b>  |
| 72 | 3/13/17                | Andrew Baker<br>Beeson, Tayer & Bodine                       | WCCUSD & Public Employees Local 1 MOUs July 1, 1985 – June 30, 2008   | 4/20/17 Documents sent via email<br><b>COMPLETED</b>  |
| 74 | 3/29/17                | Max Cherney<br>The Jewish News/Northern CA                   | Records related to incidents within WCCUSD pertaining to racial or ethnic slurs about Jewish people and/or Jewish Community for 2016 and 2017 | 4/17/17 Response sent via email<br>No responsive records<br><b>COMPLETED</b>  |
| 75 | 4/10/17                | Dennis Clay  | Cumulated Capital Costs uses in Master Plan for all Schools and District Sites / Administrative and other Control Costs                       | Gathering Documents   |
| 76 | 4/10/17                | Mike Cunningham  | Fairmont Elementary School / Student Enrollment by City of Residence  | 4/20/17 Response sent via email<br><b>COMPLETED</b>   |
| 77 | 4/11/17                | Harriet Raphael<br>CA Grand Jury Association                 | Report 1514/Recommendation#8 Update – Darden Architects/Long Range Master Plan planning process   | 4/20/17 Response sent via email<br><b>COMPLETED</b>   |
| 78 | 4/19/17                | Leslie Reckler   | Coffee With Superintendent on March 9, 10, and 13, 2017 / Sign-in Sheets and Minutes  | 4/20/17 Response sent via email<br><b>COMPLETED</b>   |
| 79 | 4/19/17                | Leslie Reckler   | Uplift Contra Costa Charter School Petition   | 4/20/17 Response sent via email<br><b>COMPLETED</b>   |
| 80 | 4/19/17                | Leslie Reckler   | Certificated Employee Ratification Listing  | 4/20/17 Response sent via email<br><b>COMPLETED</b>   |