

West Contra Costa Unified School District
Office of the Superintendent

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West Contra Costa Unified School District
Office of the Superintendent

College and Career Pathways and Dual Enrollment – Nia Rashidchi

During the May 10 Board meeting, we will be asking the Board a “first read” on the re authorization agreement for the upcoming 2017 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. 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

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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) the Invitation/Notice to Bidders which are included in the District's form ~~from~~ 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 ~~craft~~ 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 ~~upda~~ 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 20, 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~~ year.

ERATE Contract for Wireless Upgrade for 8 Sites – Mary Phillips

As well as funding telecommunications, ERATE also subsidizes wireless infrastructure for schools and libraries.

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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 ~~pages~~ summary of the Technology Plan. This was discussed and approved by the Technology Subcommittee on April 10, 2017.

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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 findings 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 participant peers, 95.4% compared to 93.7%.
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Site	Provider	Before School		Funding Source	Provider	After School		Funding Source
		Hours	Slots Fees			Hours	Slots Fees	
Bayview					WCCUSD/BAC	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/BAC	Dismissal-6:00	84 N/A	ASES
Coronado					WCCUSD/YMC	Dismissal-6:00	127 N/A	ASES
Crespi					WCCUSD/YMC	Dismissal-6:00	60 N/A	ASES
DeJean					WCCUSD/BAC	Dismissal-6:00	49 N/A	ASES

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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.

WHEREAS, it is recognized that projects of this magnitude with multiple contractors and bargaining units at 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

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”

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 or other labor-saving devices. Lawful fabrication provisions of the appropriate national or local collective bargaining agreements shall be applicable.

(g) All work by employees of the District.

2.8 Work covered by the Project Labor Agreement

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 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 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, coercion 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 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 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, walkoff, 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, 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 propose wage rates and Contractor contribution rates to employee benefit funds different from what those rates were under the expiring contract. 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

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

5.6.2 Upon receipt of said notice the Arbitrator named above or the alternate shall

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 6.1 All Contractors and subcontractors shall stipulate to ~~an~~ have the responsibility for making work assignments in accordance with the current rules, regulations and procedures of the Plan for ~~Settle~~ Settlement of Jurisdictional Dispute in the Construction Industry approved by the ~~Building & Construction Trades Council~~ 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 a

not be responsible for the acts of the Contractors or Unions signatory hereto, and will not be a party to any arbitration 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. The monthly meetings will also include discussion of the scheduling and production 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 by, 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 Sec 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 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

- 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/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

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 Rier 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 or 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

- 13.5 Recognizing the special needs of this Project and the acute shortage of skilled craftspeople, the Unions shall consider the 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 and continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the

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 from which 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, no 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 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 Proj

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 the 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

Ora 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 ~~Sub~~contractor (CONTRACTOR) on _____, (hereafter PROJECT), for and in consideration of ~~it~~ ^{it} forward to it of a contract to perform work on said PROJECT, and in further consideration of ~~the~~ ^{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~~ ^{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"

E:\Wp\Clients\6405\10023\PLA\PLA PRESENTED TO BOARD03.0408.DOC

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 the Labor Coordinator, the issue remains unresolved, the Labor Coordinator will notify the District

- B. Labor Coordinator will research apprenticeship programs qualifying for the program at 80-0203.
- C. Labor Coordinator will meet with the District to schedule pre-jobs/mark-up meetings with the Contractor (10 days after notice to proceed issued to the general contractor).
- D. District, Labor Coordinator, and Labor Compliance Monitor (if any) will attend pre-jobs/mark-up 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

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 writ

- 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.

technology in
Thinking, and

Costs: As of yet unbudgeted for fiscal year 2018-2020 - \$3,220,959 to be

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

	Date of Receipt	Requestor
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