

**STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD**



UNITED TEACHERS OF RICHMOND,
CTA/NEA,

Charging Party,

v.

WEST CONTRA COSTA UNIFIED SCHOOL
DISTRICT,

Respondent.

Case No. SF-CE-3731-E

SETTLEMENT AGREEMENT

In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, the United Teachers of Richmond (UTR) and the West Contra Costa Unified School District (District) (collectively, Parties), in settlement of the above-captioned unfair practice charge before the Public Employment Relations Board, agree as follows:

1. A dispute has arisen between the Parties concerning the District's adoption of a new bell schedule at De Anza High School at the start of the 2025-26 school year.
2. The District admits to having violated the California Educational Employment Relations Act, Government Code section 3540 et seq., by unilaterally changing the De Anza High School bell schedule at the start of the 2025-26 school year.
3. The District's Superintendent shall sign the notice, attached hereto, admitting to this violation, printed on District letterhead, and the District shall further post this signed notice as follows: (a) post a physical copy of the signed notice at all District school sites, in all locations where employee notices are regularly placed, and maintain those physical postings for a period not less than thirty (30) working days; (b) post a digital copy of the signed notice on the District's website where employee notices are regularly placed, and maintain that digital posting for a period of not less than thirty (30) working days; and (c) email a digital copy of the signed notice to all UTR bargaining unit employees. The District shall provide UTR with a signed copy of the notice not later than the close of business August 17, 2026. The District shall first post the signed physical and digital notices not earlier than August 18, 2026, and not later than August 31, 2026.

4. The District shall further pay to each and every UTR bargaining unit employee who was assigned, at the start of the 2025-26 school year, to a classroom instructional position at De Anza High School, a sum equal to 1.07 times the employee's 2025-26 school year effective hourly rate. The District shall make such payments not later than the first pay period of the 2026-27 school year. Prior to making such payments, the District shall, not later than the close of business on Friday, July 17, 2026, provide to UTR a list of all UTR bargaining unit employees to whom the District intends to make such payment, and the amount of each employee's payment. Should UTR dispute the accuracy of any of the data thus provided, it shall promptly notify the District and the Parties shall endeavor, in good faith, to resolve their disagreements prior to payment.

5. Promptly upon execution of this agreement, PERB Case No. SF-CE-3731-E shall be placed in abeyance. Upon the conclusion of the thirty (30) workday posting period described in Paragraph 3, and provided that full performance under this Agreement is complete, UTR shall withdraw PERB Case No. SF-CE-3731-E with prejudice within ten (10) calendar days.

6. This Settlement Agreement represents a full and complete resolution of the claims and disputes between the Parties based upon the above-referenced matter.

7. The undersigned parties represent that they have read and understand the terms of this settlement and that they are authorized to execute this Settlement Agreement on behalf of their principals.

8. This Settlement Agreement may be signed by electronic mail or other electronic means, and in party which, when necessary signatures are obtained, shall have the full force and effect as though all signatures were executed on one documents.

For Charging Party:



Dr. Francisco Ortiz
President, UTR

07/13/2026

Date

For Respondent:



Cheryl Cotton
Superintendent, WCCUSD

7/13/26

Date

ATTACHMENT TO SETTLEMENT AGREEMENT

NOTICE TO EMPLOYEES

On November 17, 2025, the United Teachers of Richmond, CTA/NEA, filed an unfair practice charge with the Public Employment Relations Board, charging the West Contra Costa Unified School District of violating the Educational Employment Relations Act (EERA), California Government Code section 3543.5, by unlawfully unilaterally changing the bell schedule provided by the negotiated 2025-2026 memorandum of understanding at De Anza High School.

The West Contra Costa Unified School District admits that it violated the EERA as charged.

The West Contract Costa Unified School District reaffirms its commitment to the Parties' practice at De Anza High School, under which the 2025-2026 memorandum of understanding was developed. Pursuant to this practice, UTR site representatives and District school site administrators at De Anza High School may jointly develop memoranda of understanding establishing school site bell schedules, which memoranda subsequently become binding only when finally approved by the District's Superintendent and the UTR President (or their respective designee(s)).

Dated: 7/13/26

WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT

By: 
CHERYL COTTON, Superintendent

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR AT LEAST 30 CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED, OR COVERED WITH ANY OTHER MATERIAL.